

AMENDED



TOWN COMMISSION MEETING AGENDA

October 10, 2023 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 OCTOBER 10, 2023

A. AGREEMENTS

1. DATAWORKS AGREEMENT

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

- 1. PROCLAMATION, DWARFISM AWARENESS MONTH**
- 2. PROCLAMATION, BREAST CANCER AWARENESS MONTH**
- 3. PROCLAMATION, FLORIDA CITY GOVERNMENT WEEK**

4. PROCLAMATION, FIRE PREVENTION WEEK

NEW BUSINESS

5. ORDINANCE 23-06, CALDWELL RIDGE FUTURE LAND USE MAP AMENDMENT

6. RESOLUTION 23-26, WOODLAND RANCH ESTATES SUBDIVISION CERTIFIED SUBDIVISION PLAN (CSP)

7. RESOLUTION 23-28, ODYSSEY MANUFACTURING COMPANY EMERGENCY AGREEMENT

8. DISCUSSION & ACTION, FLEET SURPLUS ITEMS

9. DISCUSSION & ACTION, NAME CHANGE FOR THE TOWN OF DUNDEE

10. DISCUSSION & ACTION, NOVEMBER & DECEMBER 2023 MEETING DATES

REPORTS FROM OFFICERS

Polk County Sheriff's Office
Dundee Fire Department
Town Attorney
Town Manager
Commissioners
Mayor

ADJOURNMENT

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

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



TOWN COMMISSION MEETING

October 10, 2023 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:	The consent agenda for the meeting of October 10, 2023 contains the following: A. Agreements 1. DataWorks Plus
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	DataWorks Plus Agreement

DataWorks Plus, LLC
728 N. Pleasantburg Drive
Greenville, SC 29607



866-632-2780 (Toll-Free)
864.672.2780 (P)
864.672.2787 (F)

Item A.

AGENCY: **Town of Dundee**
141 E. Main Street
Dundee, FL 33838

Term Effective **Start: 11/15/2023** **End: 11/14/2024**

NOTE: THIS DOCUMENT IS NOT AN INVOICE. AGENCY MUST RETURN SIGNED COPY OF RENEWAL OR A PURCHASE ORDER IN ORDER TO RECEIVE INVOICE.

STANDARD SOFTWARE SUPPORT: (AMOUNT: \$600.00)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis

DWP Job Numbers 11-280/12-01874:

Five (5) DataWorks Plus RapidID Edge Device Software Licenses

- Serial Number (HW NOT COVERED): BC2u50942, BC2u50076, BC2u50664, BC2u53741, BC2u53348

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1. REPORTING A PROBLEM TO DATAWORKS PLUS:

- 1.1 The **Agency** can contact Technical Support using either of the following options:
 - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
 - Email: **support@dataworksplus.com**
- 1.2 The **Agency** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Agency** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Agency** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
 - DATAWORKS PLUS will contact the **Agency** upon closure of the ticket.
 - DATAWORKS PLUS will, at no additional expense to the **Agency**, correct any failures of the covered SOFTWARE to meet its specifications.
 - NOTE: If **Agency** will not provide DATAWORKS PLUS with remote dial-in access for support issues and DATAWORKS PLUS is required to go to **Agency** site(s) to determine the problem and resolution, resolution time will be delayed and **Agency** will be financially responsible for DATAWORKS PLUS travel time and out-of-pocket expenses.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Agency**.

3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all enhancements, additions and updates to the SOFTWARE. The **Agency** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS; does not include Operating System. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
 - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Agency's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

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4. AGENCY'S RESPONSIBILITIES:

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System and SQL patches/updates as well as Anti-virus SOFTWARE updates. The **Agency** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **Agency** requires assistance, DATAWORKS PLUS will assist the **Agency** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.
- 4.2 However, the **Agency** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Agency**.
- 4.3 The **Agency** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Agency** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.
- 4.4 Agencies that need to replace agency-provided hardware can contact DATAWORKS PLUS for a services quote to migrate databases and/or applications. The agency, in this event, will be responsible for the following: Replace the hardware, install the OS and patches, install SQL, and provide a means of access (VPN or dial-in) to the new hardware. DATAWORKS PLUS will be responsible for re-loading the DATAWORKS PLUS software and working with the customer to recover the database.

5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates only to HARDWARE listed on this contract as covered by DATAWORKS PLUS – See covered hardware beginning on Page One to determine if this section applies to your Agency)

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Agency**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Agency**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a

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similar service. Replacement units will be loaned to the **Agency** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Agency**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.
- 5.8 Armband Hardware: Armband hardware purchased from and provided by DATAWORKS PLUS is specifically engineered and designed for exclusive use with DATAWORKS PLUS armbands. We cannot guarantee the effectiveness of this equipment when used with other brands of armbands/wristbands and their application. Using armbands/wristbands from a vendor other than DATAWORKS PLUS may void the maintenance agreement. This hardware includes: Trim Die Hole Punch, Model 5560 Laminator, Rivet Tool, and Armband Photo Die Cutter.
- For defective armband hardware: DATAWORKS PLUS will ship the defective hardware to our headquarters at no expense to the **Agency**. DATAWORKS PLUS will repair the armband hardware and ship the original hardware back to the **Agency**. No loaner equipment will be provided during this time.

6. CONNECTIVITY:

- 6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Agency** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

7. ADDITIONAL TRAINING:

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Agency**. Quotes for training can be obtained by contacting **Agency's** account manager.

8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:

- 8.1 Additional engineering, development, or support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be billable. This includes, but is not limited to, the following items:
- Migration of applications and/or databases to new hardware
 - Migration of DataWorks Plus applications to agency-provided hardware
 - Physical relocation of hardware
 - Interface modifications needed due to changes made outside of DataWorks Plus applications.
- The agency can contact DataWorks Plus for billable rates.

9. CONTRACT CANCELLATION:

- 9.1 The **Agency** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement; a minimum of 30 days is required for this notice. Any unused portion of the

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maintenance/support costs listed on this contract will be refunded to the **Agency** at a pro-rated amount.

10. END OF LIFE POLICY:

DATAWORKS PLUS guarantees hardware support for five years and will give the **Agency** a one year written notification regarding hardware that is approaching end of life. End of Life refers to hardware that we can no longer maintain due to age. Customers with end of life notifications should contact their Account Manager for options.

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***See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Decline of Maintenance.*

If the Agency requires the CJIS security addendum documentation for our support staff, please contact Support and this will be sent at the earliest.

DATAWORKS PLUS

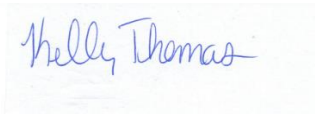
Agency: Town of Dundee

Federal ID: 57-1104887

Name: Tandra Davis

Name: Kelly Thomas

Signature: _____



Signature: _____

Title: Town Manager

Date: September 21, 2023

Date: 10/11/2023

PO#: _____

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DATAWORKS PLUS INTERCONNECT CONFERENCE REGISTRATION FORM

- Please check the box if you would like to be billed for attending our InterConnect advanced training conference. This will be added to your maintenance invoice.

Price is \$2,500.00 per individual and includes airfare and hotel accommodations. Money can be refunded as long as no tickets or confirmed reservations have been made.

$$\begin{array}{rclcl} \underline{\hspace{2cm}} & \times & \$2,500.00 & = & \underline{\hspace{2cm}} \\ \# \text{ Attendees} & \times & \$2,500.00 & = & \text{Total} \end{array}$$

The total will be added to your maintenance invoice or you can request a separate invoice. Check our website regularly for more details.

www.DataWorksPlus.com

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ADDENDUM A

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780** for pricing and scheduling;
 2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
 3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
 4. Provide access to system backups and logs.
 5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
 - Previous machine name and IP
 - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
 - DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
 - Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
 - Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
 - Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

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ADDENDUM B – DECLINE OF MAINTENANCE

The following information is included in the event that your agency declines maintenance with DATAWORKS PLUS:

Should you need assistance going forward, please note the Time and Materials process below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3.
- DATAWORKS PLUS will open a ticket for your Agency and work to get you a quote for services.
- Your agency will be provided the information necessary so your agency can issue a purchase order for services. Typically, this purchase order will be for the two-hour minimum.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE. Be advised that significant downtime could result if hardware repairs are warranted.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers. Be advised that some SOFTWARE upgrades may be required to remain in compliance with state certifications. Non-maintenance customers can purchase SOFTWARE upgrades at the prevailing rate.



Proclamation

WHEREAS, dwarfism, a type of skeletal dysplasia that causes short stature, affects an estimated 30,000 people in the United States and more than 650,000 in the world. More than 80 percent of children with dwarfism have average-height parents and siblings; and

WHEREAS, while many people affected by dwarfism don't feel that they have a disability, the Americans with Disabilities Act (ADA) does protect the rights of people with dwarfism; and

WHEREAS, more than 300 different conditions can cause dwarfism. The most common type of dwarfism is called achondroplasia; and

WHEREAS, a group started in Jacksonville, Florida, LittlePeopleOfTheWorld.org, partners with countries around the world to increase awareness and support of those with dwarfism; and

WHEREAS, complications of dwarfism can include orthopedic problems, compression of the brain stem, hydrocephalus (excess fluid on the brain), and obstructive sleep apnea. Some patients may require surgeries or other medical interventions to address these complications or maximize mobility; and

WHEREAS, dwarfism affects physical development and has no bearing on intelligence, talents or abilities. Many who are diagnosed with dwarfism lead long, fulfilling lives and achieve life-long milestones.

NOW, THEREFORE, I, Sam Pennant, by virtue of the authority vested in me as mayor of Dundee, Florida, do hereby proclaim October 2023 as

“Dwarfism Awareness Month”

in Dundee and encourage all citizens to learn more about this condition and to support the needs and rights of those affected by it.

IN WITNESS WHEREOF, I have hereunto set my hand caused the seal of the Town of Dundee, Florida to be affixed this 10th day of October 2023.

TOWN OF DUNDEE, FLORIDA

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk



Proclamation

PROCLAMATION IN RECOGNITION OF BREAST CANCER AWARENESS MONTH

WHEREAS, October is National Breast Cancer Awareness Month, which is an annual campaign to increase awareness of this disease; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to increasing public knowledge about the importance of early detection of breast cancer diagnosis and treatment; and

WHEREAS, the Town of Dundee supports breast cancer research and wishes to educate the people of Dundee about detection, risk factors, and treatment; and

WHEREAS, the American Cancer Society continues to advise women to get an annual mammogram screening once they reach the age of 40; and

WHEREAS, this October, the Town of Dundee recognizes breast cancer survivors, those battling the disease, and their families, who are a source of love and encouragement, and applaud the efforts of our medical professionals and researchers working hard to find a cure; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Sam Pennant, Mayor of the Town of Dundee, representing the Town and the Town Commission, do hereby proclaim October 2023, as

National Breast Cancer Awareness Month & Dundee Goes Pink!

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of October 2023.

TOWN OF DUNDEE, FLORIDA

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk

Town of Dundee



PROCLAMATION

WHEREAS, the Florida Governor and Cabinet have proclaimed the week of October 16-22, 2023, as **Florida City Government Week**; and

WHEREAS, city government is the government closest to the citizens, the one that most directly impacts its residents on a daily basis; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to impart their understanding of municipal service and its benefits to the public; and

WHEREAS, **Florida City Government Week** is an opportune time to recognize the important role played by city government in the lives of Florida’s citizens; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

WHEREAS, **Florida City Government Week** offers an important opportunity to convey to all the citizens of Florida that they can and do shape and influence government through their civic involvement.

WHEREAS, **Florida City Government Week** offers an important opportunity to convey to all the citizens of Florida that they can and do shape and influence government through their civic involvement.

NOW THEREFORE, on this 10th day of October 2023, the Dundee Town Commission does hereby proclaim **October 16-22, 2023 as**

FLORIDA CITY GOVERNMENT WEEK

TOWN OF DUNDEE

Sam Pennant, Mayor

ATTEST:

Trevor Douthat, Town Clerk



Proclamation

WHEREAS, the Town of Dundee is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 158,400 annually between 2017 and 2021; resulting in 470 civilian deaths, 4,150 civilian injuries, and \$1.15 billion in direct property damage; and

WHEREAS, the Town of Dundee Fire Fighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Dundee’s residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, remember, plan ahead for your escape, test smoke alarms and choose an outside meeting place; and

WHEREAS, the 2023 Fire Prevention Week theme, “Cooking safety starts with YOU! Pay attention to fire prevention” effectively serves to remind everyone to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, and respond when the smoke alarm sounds by exiting the building immediately.

NOW THEREFORE, the Town of Dundee Commission does hereby proclaim October 8-14, 2023 as Fire Prevention Week in Dundee

TOWN OF DUNDEE, FLORIDA

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

October 10, 2023 at 6:30 PM

Item 5.

AGENDA ITEM TITLE:	ORDINANCE 23-06, FUTURE LAND USE MAP AMENDMENT
SUBJECT:	The Town Commission will consider approval of Ordinance 23-06 at second reading/adoption hearing/public hearing.
STAFF ANALYSIS:	A request by Raysor Ventures, LLC to amend the Future Land Use Map Amendment for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Moderate Density Single Family Residential (RSF-3) on approximately 24 +/- acres. The subject property is located at the southwest corner of lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.
FISCAL IMPACT:	No Fiscal Impact
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Staff Report, Maps, and Ordinance 23-06

ORDINANCE NO. 23-06

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, FOR A REQUEST BY RAYSOR VENTURES, LLC TO AMEND THE FUTURE LAND USE FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE FROM AGRICULTURE/ RESIDENTIAL RURAL (A/RR) TO LOW DENSITY RESIDENTIAL (LDR) ON APPROXIMATELY 24+/- ACRE PARCEL LOCATED AT THE SOUTHWEST CORNER OF LAKE HATCHINEHA ROAD AND CALDWELL DRIVE, FURTHER DESCRIBED AS PARCELS 272824-000000-013010 AND 272824-000000-013020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and mandates the Town of Dundee, Florida, to plan for future development and growth and to adopt and amend comprehensive plans, or elements, or portions thereof, to guide the future growth and development of the Town; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held meetings and hearings on **Amendment 23-06**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 23-06** to the Comprehensive Plan, which map is marked as Composite Exhibit "A" and is attached and made a part hereof, to ensure that the Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the Town of Dundee; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, amends its Comprehensive Plan in the following specific manner:

The Future Land Use Map is amended to specifically change the Future Land Use Classification from Agriculture/ Residential Rural (A/RR) to Low Density Residential (LDR) on approximately 24 +/- acre parcel located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020, and shown on the Proposed Future Land Use Map attached hereto as Composite Exhibit "A" and incorporated herein by reference.

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on August 17, 2023, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, in accordance with the Expedited State Review procedures required by Section 163.3184(3), the Town of Dundee transmitted the proposed amendment and supporting data and analysis to the applicable review agencies.

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

Section 1. The Comprehensive Plan of the Town of Dundee is hereby amended to add thereto a map amendment, as shown in Exhibit "A", which is attached and made a part hereof. The amendment includes: An amendment to the Future Land Use Map designation for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Low Density Residential (LDR) on the approximately 24 +/- acre parcel located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcel 272824-000000-013010 and 272824-000000-013020

and as depicted on the property shown on Composite Exhibit "A" which is attached hereto and incorporated herein by reference.

Section 2. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days if no challenge is filed.

Section 3. All ordinances and/or resolutions or parts of ordinances and/or resolutions which are in conflict with this Ordinance are hereby repealed but only to the extent necessary to alleviate the conflict but shall continue in effect insofar as they are not in conflict herewith.

Section 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

INTRODUCED AND PASSED on First Reading and transmittal public hearing this 22nd day of August 2023.

PASSED AND DULY ADOPTED, on Second Reading with a quorum present and voting, by the Town Commission of Dundee, Florida, this 10 day of October 2023.

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Trevor Douthat

Approved as to Form:

TOWN ATTORNEY – Frederick J. Murphy, Jr.

Composite Exhibit "A"
Ordinance No. 23-06
Legal Description and Excerpt from the Future Land Use Map
Page 1 of 3

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

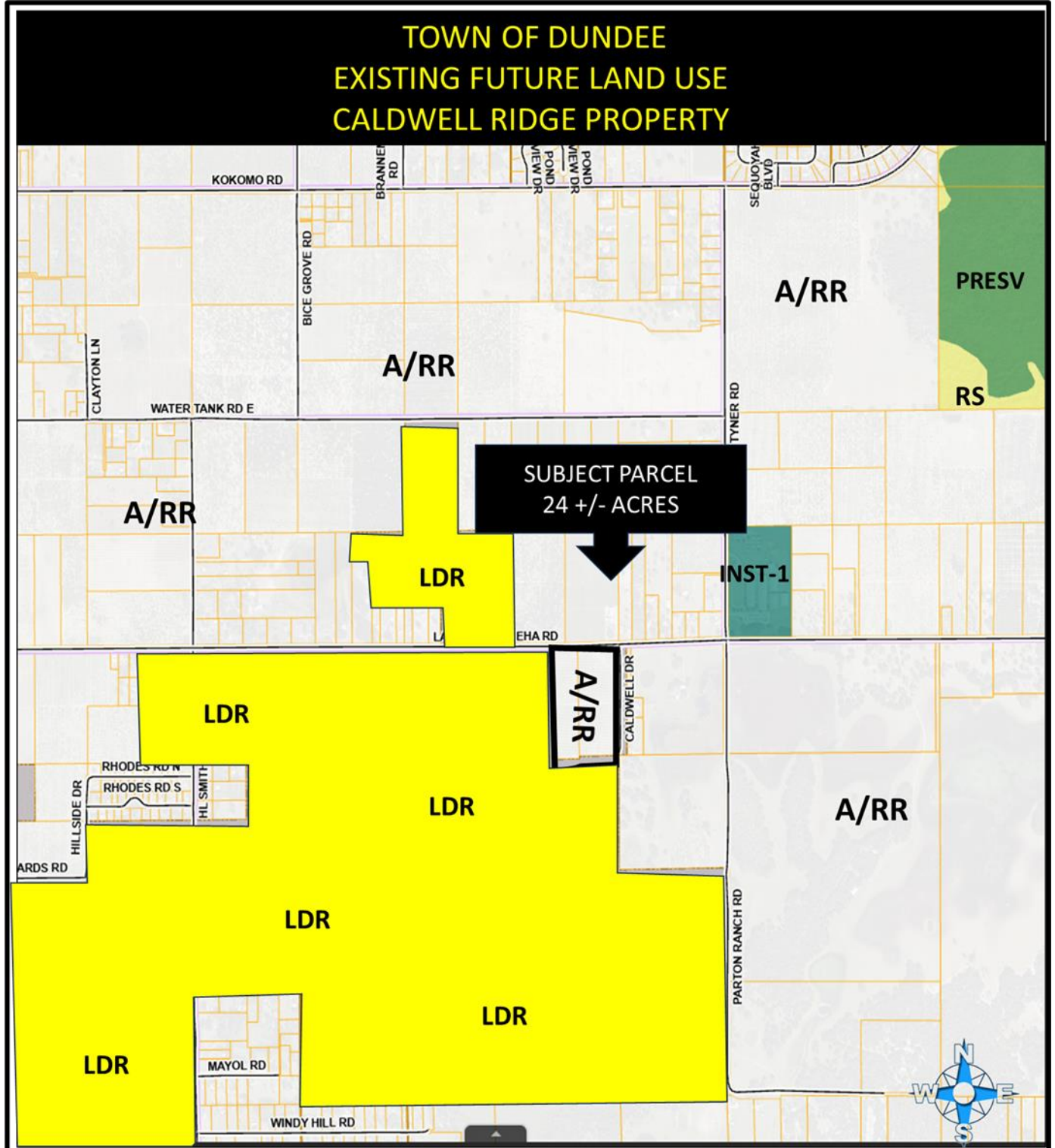
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

Composite Exhibit "A"
Ordinance No. 23-06
Legal Description and Future Land Use Maps
Page 2 of 3





**TOWN OF DUNDEE
FUTURE LAND USE MAP AMENDMENT
STAFF REPORT**

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: October 10, 2023

REQUESTED ACTION: **APPLICANT-INITIATED FUTURE LAND USE MAP AMENDMENT**

A request by Raysor Ventures, LLC to amend the Future Land Use Map for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Low Density Residential (LDR) on the approximately 24 +/- acres. The parcels are located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.

BACKGROUND:

The subject property, which is located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, includes two parcels and totals approximately 24+/- acres of land and are currently a grape farm.

The applicant is requesting the proposed Future Land Use Amendment go from A/RR (County) to LDR (Town) as it would be consistent with the Town of Dundee’s Future Land Use Districts and compatible with the adjacent land uses. The LDR FLU is located to the south and west of the subject site. This application has a companion zoning application.



FUTURE LAND USE MAP REQUEST:

The applicant is requesting a Future Land Use Map amendment from Agricultural Residential Rural (A/RR) to Low Density Residential (LDR) on approximately 24 +/- acres. A description of the existing and proposed Future Land Use is provided as follows.

EXISTING AND PROPOSED FUTURE LAND USE

Polk County Land Development Code, Land use Districts Established Section 204, A1 – Standard Land Use Districts:

1. Rural (A/RR): The purpose of the A/RR district is to provide lands for the continuation of productive agricultural uses and to provide for very low-density residential development within unincorporated rural areas. The A/RR district permits agricultural activities, agricultural support facilities, multi-family dwelling units, farm labor housing, group living facilities, and community facilities.

Town of Dundee Comprehensive Plan, Future Land Use Element, Policy 2.3: Low Density Residential:

The primary function of the Low-Density Residential classification is to accommodate low density residential development consisting primarily of single-family dwellings. Maximum density is 5.0 residential dwelling units per acre; Agricultural uses are permissible in this category.

REASON FOR REQUEST:

The subject property is part of a proposed 80-unit single family subdivision. There is a companion zoning map amendment.

ANALYSIS:

Table 1 includes the density/intensity for the amendment to the Future Land Use Map amendment for the property, which results in a potential increase of 115.2 dwelling units.

**Table 1:
Analysis of Impacts from Proposed Future Land Use Map Amendment**

	Existing FLU: A/RR (24 +/- acres)	Proposed FLU: LDR (24 +/- acres)
Density/Intensity	A/RR: 1.0 DU/5 acres	LDR: 5.0 DU/acre
Density Potential	A/RR: 5/24 = 4.8 DU'S	LDR: 5x24=120 DU'S
Difference	Increase of 115.2 DU's	

SURROUNDING PROPERTIES:

The property is currently a grape vineyard. Properties to the north, northeast, east, and southeast are in unincorporated Polk County with a Future Land Use of Agriculture Residential Rural (A/RR) and consist of citrus, pasture, and single-family homes. Properties to the south, southwest, west, and northwest are in Dundee town limits and have a Future Land Use of Low Density Residential (LDR). These properties consist of citrus groves, pasture and single-family homes.

PUBLIC FACILITIES AND SERVICES ANALYSIS:

Potable Water

There is a 10" potable water line located on the southside of Lake Hatchineha Road right-of-way. The Town of Dundee will provide potable water services for the property and its development. The maximum development potential for the property under the existing Future Land Use designation generates a demand of 1,728 gpd. The maximum development potential for the property under the proposed Future Land Use designation generates a demand of 43,200 gpd. The change in Future Land Use designation increases the potential impact to the Town's potable water services by 41,472 gpd. See calculations below. The Town will have capacity to serve the project. The developer will be responsible for connecting to the Town's potable water system.

Estimated water consumption for residential based on 360 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Future Land Use:
 - 4.8 dwelling units * 360 gpd = 1,728 gpd
- Proposed Future Land Use:
 - 120 dwelling units * 360 gpd = 43,200 gpd

**Table 2a:
Impact on Town’s Water Services – Existing Future Land Use**

	Total Town Capacity (gpcd)	Current Town Usage (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Town Capacity Remaining (gpcd)
Existing FLU	917,500	777,430	140,070	1,728	138,342

**Table 2b:
Impact on Town’s Water Services – Proposed Future Land Use**

	Total Town Capacity (gpcd)	Current Town Usage (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Town Capacity Remaining (gpcd)
Proposed FLU	917,500	777,430	140,070	28,800	111,270

Sanitary Sewer

Sanitary sewer lines are located on the southside of Lake Hatchineha Road right-of-way. The Town of Dundee will provide sanitary sewer services for the property and its development. The maximum development potential for the property under the existing Future Land Use designation generates a demand of 1,296 gpd. The maximum development potential for the property under the proposed Future Land Use designation generates a demand of 32,400 gpd. The Future Land Use map amendment increases the potential impact to the Town’s sanitary sewer services by 31,104 gpd. See calculations below. The Town has capacity to serve the project. The developer will be responsible for connecting to the Town’s sanitary sewer system.

Estimated sanitary sewer consumption for residential is based on 270 gallons per day (gpd) as established in the Code of Ordinances.

- Existing Future Land Use:
 - 4.8 dwelling units * 270 gpd = 1,296 gpd
- Proposed Future Land Use:
 - 120 dwelling units * 270 gpd = 32,400 gpd

**Table 3a:
Impact on Town’s Sanitary Sewer Services – Existing Future Land Use**

	Total Town Capacity (gpcd)	Current Town Usage (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Capacity Remaining (gpcd)
Existing FLU	700,000	120,000	580,000	1,296	578,704

**Table 3b:
Impact on Town’s Sanitary Sewer Services- Proposed Future Land Use**

	Total Town Capacity (gpcd)	Current Town Usage (gpcd)	Remaining Town Capacity (gpcd)	Demand for Project (gpcd)	Capacity Remaining (gpcd)
Proposed FLU	700,000	120,000	580,000	32,400	547,600

Solid Waste

Dundee transfers solid waste collected in the Town to the Polk County Landfill. As the operators of the landfill, the County plans for capacity for all municipalities in the county, as well as unincorporated areas. Polk County determined that there is sufficient landfill space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

Traffic/Transportation

Access to the site is from Scenic Highway on the west and Stalnaker Road on the south. These are State and County maintained roads respectively. Based on ITE estimates, the estimated average annual daily trips (AADT) generation for this development is 1,435 trips per day (152 units * 9.44 = 1,435). The peak hour typically utilized is the weekday P.M. peak hour. Based on ITE estimates, the P.M. peak hour trip generation is estimated at 137 peak hour trips per day (152 units * 0.9 = 217). Any proposed development will require a full traffic study to determine necessary off-site improvements. Coordination with Polk County is required.

Recreation

The Town currently meets the level of service requirement of 4.5 acres per 1,000 residents as established in the Comprehensive Plan. The applicant will be required to provide recreational opportunities per the Land Development Code. The dedication of land for park and recreation services is 0.0116 acres/dwelling unit. The Town Commission may approve a dedication of land, a fee paid in lieu of dedication, or a combination of the two. The Town Commission makes this determination at time of concept plan.

Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. This site is also located in areas identified as potential habitat for the Gopher Tortoise, a threatened species. Since this site is located in an area identified as potential sand skink and gopher tortoise habitat, as the project continues through to site development plan approval stages, specific environmental studies will be completed, and requirements will be addressed.

School Impacts:

The Polk County School Board will review the project as it continues through the subdivision review and approval stages. Any development will have to address school concurrency issues and any necessary mitigation.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan. The proposed Future Land Use Map amendment is consistent with the opportunities for surrounding properties within the Town of Dundee.

**Table 4:
Consistency with the Comprehensive Plan**

Comprehensive Plan Policy	Analysis
<p>FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Public facilities (water and wastewater) are located less than 1 mile from the property. The Town’s Code of Ordinances requires connection for a development of more than 20 homes if facilities are located within one mile.</p>
<p>FLU Policy 5.2: Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element 	<p>The proposed impacts of the potential Future Land Use map amendment can be facilitated within the Town’s existing services; therefore, the adopted levels of service will be maintained.</p>

<p>FLU Policy 5.4: Agricultural land uses shall not be converted to uses of higher density or intensity until adequate public facilities and services are available concurrent with the impacts of the proposed new development.</p>	<p>Adequate public facilities are currently available, and potable will be available at the time of final plat approval.</p>
<p>FLU Policy 6.1: Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near existing residential development within the Town of Dundee and the County.</p>
<p>CIE Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of final plat approval.</p>
<p>PSFE Policy 2.4.1: Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.</p>	<p>The School Board will review any proposed projects for concurrency determination during the subdivision review process.</p>

FIRST READING/TRANSMITTAL HEARING: FUTURE LAND USE MAP AMENDMENT

MOTION OPTIONS:

1. I move **approval of Ordinance 23-06 on second reading** to adopt the request by Raysor Ventures, LLC to amend the Future Land Use for property located in the Town of Dundee from Agriculture/ Residential Rural (A/RR) to Low Density Residential (LDR) on the approximately 24 +/- acres located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.

2. I move **approval of Ordinance 23-06 on second reading with changes** to adopt the request by Raysor Ventures, LLC to amend the Future Land Use for property located in the Town of Dundee from Agriculture/

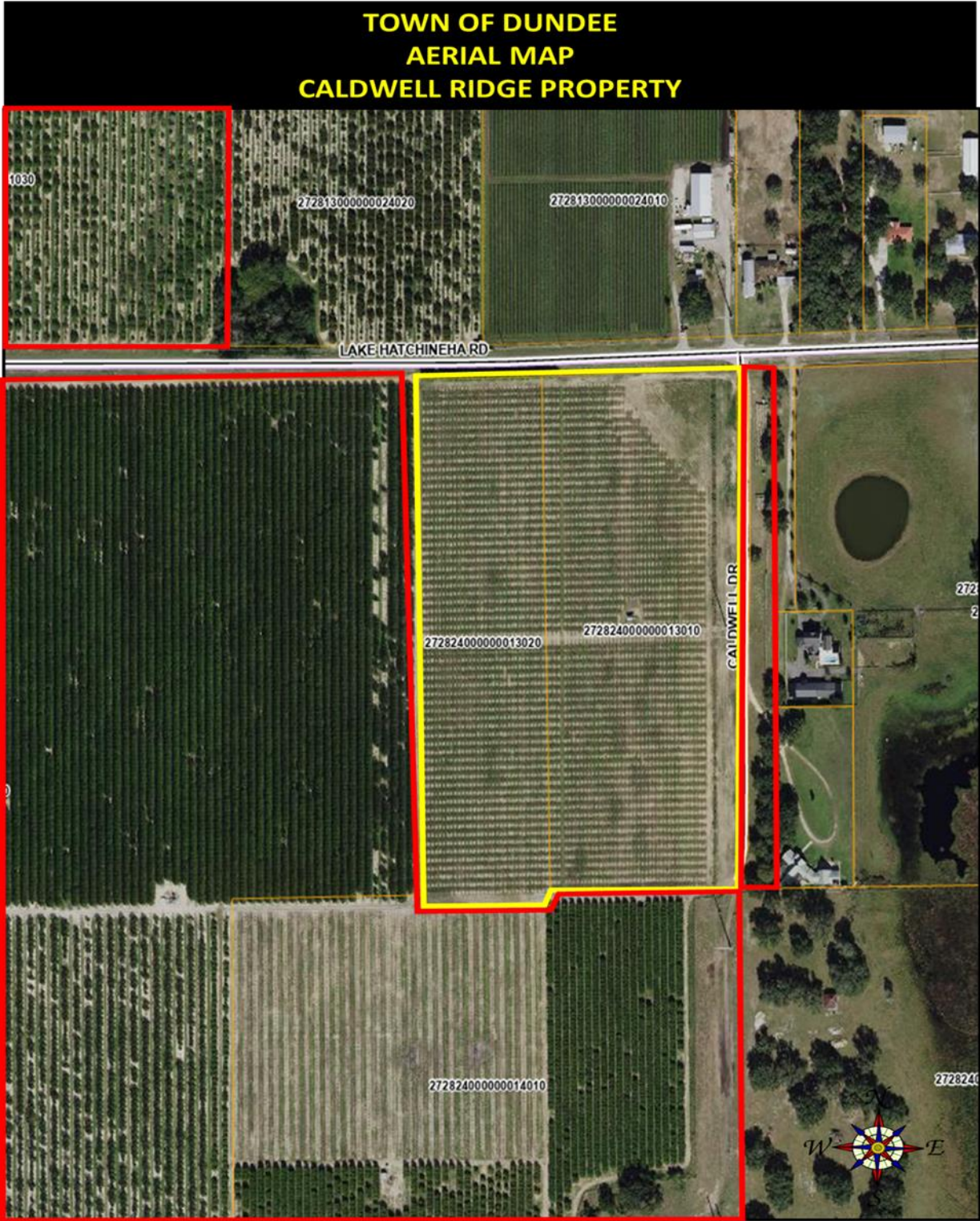
Residential Rural (A/RR) to Low Density Residential (LDR) on the approximately 24 +/- acres located at the southwest corner of Lake Hatchineha Road and Caldwell Drive, further described as parcels 272824-000000-013010 and 272824-000000-013020.

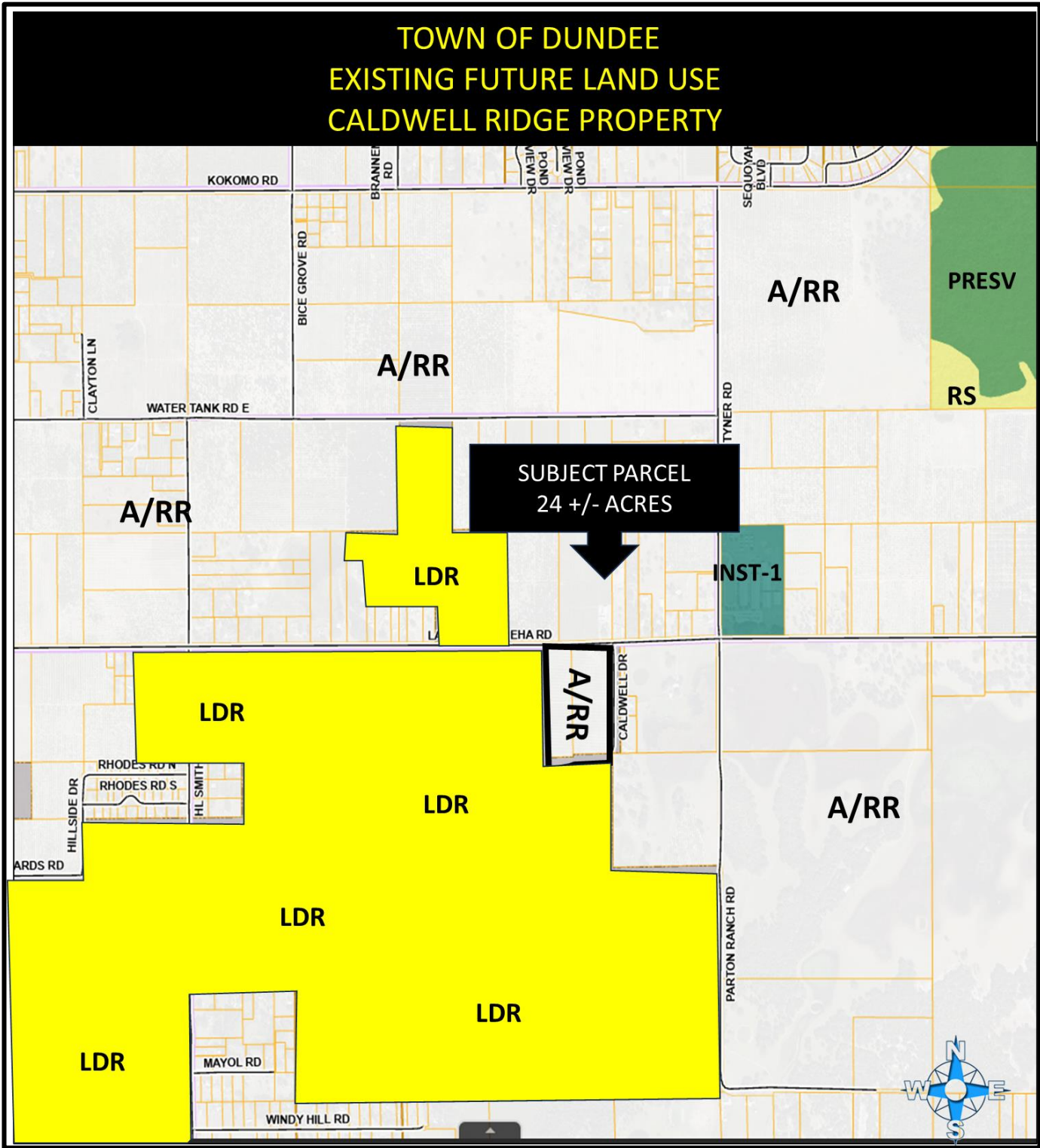
3. I move to **continue Ordinance 23-06** until a date certain.

4. I move to **deny Ordinance 23-06**.

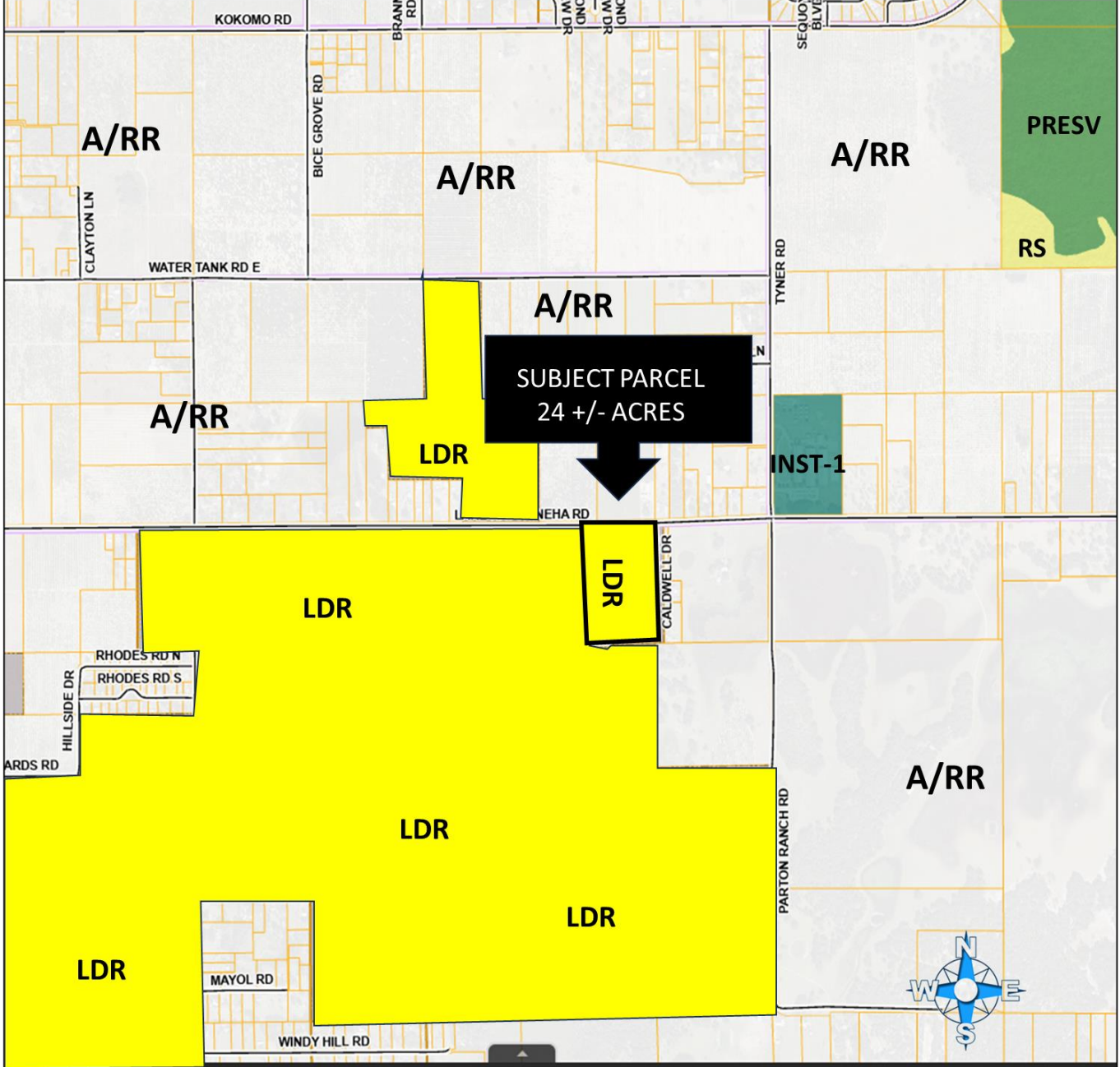
Attachments:

Aerial Map
Existing 2030 Future Land Use Map
Proposed 2030 Future Land Use Map
Ordinance 23-06
Florida Department of Commerce Letter





**TOWN OF DUNDEE
PROPOSED FUTURE LAND USE
LOW DENSITY RESIDENTIAL
CALDWELL RIDGE PROPERTY**





Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

September 20, 2023

The Honorable Sam Pennant
Mayor, Town of Dundee
Town Hall
202 East Main Street
Dundee, Florida 33838

Dear Mayor Pennant:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the Town of Dundee (Amendment No. 23-02ESR) received on August 28, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. **If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | [Twitter: @FLACommerce](https://twitter.com/FLACommerce)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The Honorable Sam Pennant, Mayor
September 20, 2023
Page 2 of 2

If you have any questions concerning this review, please contact Matthew Preston, Planning Analyst, by telephone at (850)-717-8490 or by email at matt.preston@commerce.fl.gov.

Sincerely,



Scott Rogers, Regional Planning Administrator
Bureau of Community Planning and Growth

SR/mp

Enclosure(s): Procedures for Adoption

cc: Lorraine Peterson, Town of Dundee Development Director
Jennifer Codo-Salisbury, AICP, Executive Director, Central Florida Regional Planning Council

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | [Twitter: @FLACommerce](https://twitter.com/FLACommerce)

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TOWN COMMISSION MEETING

October 10, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** RESOLUTION 23-26, WOODLAND RANCH ESTATES SUBDIVISION CERTIFIED SUBDIVISION PLAN (CSP)
- SUBJECT:** The Town Commission will consider approval of the Woodland Ranch Estates Phase III Subdivision Certified Subdivision Plan (CSP).
- STAFF ANALYSIS:** This is an applicant-initiated request for approval of a certified subdivision plan for the proposed Woodland Ranch Estates Phase III Subdivision. The subdivision would include 36 single family units on 10.34 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Resolution 23-26 with conditions.
- ATTACHMENTS:** Staff Report
Resolution 23-26

RESOLUTION NO. 23-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE WOODLAND RANCH ESTATES PHASE III SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO A DEVELOPER’S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE WITH REGARD TO THE CONDITIONAL APPROVAL OF THE CSP FOR WOODLAND RANCH ESTATES PHASE III; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed Woodland Ranch Estates Phase III Subdivision (the “Subdivision”) is to occur on approximately 10.34 +/- acres of land located on the westside of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. in Dundee, Florida, further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

WHEREAS, the location map for the Property is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

WHEREAS, on November 16, 2022, pursuant to Section 7.01.07 of the Town of Dundee Land Development Code (“LDC”), Gadd & Associates, LLC, Rodney A. Gadd, P.E. (the “Applicant”) submitted a Certified Subdivision Plan (the “CSP”) for the Subdivision; and

WHEREAS, the CSP is attached hereto as **Exhibit “B”** and incorporated herein by reference; and

WHEREAS, on April 26, 2022, at a duly noticed public meeting of the Town Commission of the Town of Dundee, the Town Commission approved 0.57 +/- acres of privately owned recreation space for the Subdivision; and

WHEREAS, the CSP includes 36 single-family units and 0.57 +/- acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD) approved by Ordinance 22-26 on September 13, 2022; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the purpose of the certified subdivision plan is to allow Town staff to perform a technical review of all proposed site improvements; and

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WHEREAS, pursuant to the technical review performed by the Town and/or Town’s consultants, the CSP has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, pursuant to Section 7.01.07 of the LDC, the certified subdivision plan forms the basis upon which a final plat will be prepared and consists complete working drawings and design specifications; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in Section 7.01.07 of the LDC regarding the preparation the CSP for the Subdivision; and

WHEREAS, pursuant to Section 7.02.03 of the LDC and applicable provisions of the Code of Ordinances of the Town of Dundee, a *development order* and/or *development permit* will not be approved by the Town for a development unless a satisfactory concurrency evaluation is performed in accordance with Section 6.01.00 of the LDC; and

WHEREAS, on the effective date of this Resolution, the Town of Dundee is not able to provide allocable water capacity for the Subdivision; and

WHEREAS, pursuant to Section 54-9 of the Code and Section 6.01.07.03 of the LDC, a developer’s agreement is required as a condition of approval for the CSP; and

WHEREAS, pursuant to Section 6.01.07.03 of the LDC and applicable Florida law, this Resolution does not create a reservation of capacity in the Town water plant or network capacity, or a commitment to provide such service to the Subdivision; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the CSP for the Subdivision subject to the terms and conditions set forth by this Resolution; and Town Commission’s approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable Town of Dundee Land Development Code and the conditions set forth by this Resolution.

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

1. The above factual recitals (WHEREAS clauses) are hereby adopted by the Town Commission of the Town of Dundee as the legislative findings and form a factual and material basis for this Resolution.
2. The Woodland Ranch Estates Phase III Certified Subdivision Plan (the “CSP”) is attached hereto as **Exhibit “B”** and incorporated herein by reference. The Woodland Ranch Estates Phase III Subdivision (the “Subdivision”) is located on the west side of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake

Marie Dr., and west of Lake Trask Rd. further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

3. The Property is depicted by the location map which is attached hereto as **Exhibit “A”** and incorporated herein by reference.
4. The Town Commission of the Town of Dundee having reviewed the CSP and having been otherwise fully advised in the premises hereby conditionally approves the CSP for construction of utility systems and other required infrastructure in accordance with Section 7.01.07 of the Town of Dundee Land Development Code and the conditions set forth in this Resolution, as follows:
 - a. No building permits for any structures will be issued until all required infrastructure systems and improvements required by the Town of Dundee Land Development Code, Code of Ordinances, this Resolution, and applicable Florida law are fully operational and have been accepted by the Town and/or appropriate entity with jurisdiction.
 - b. Pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee (the “Code”) and Section 6.01.07.03 of the LDC, a developer’s agreement is required as a condition of approval for the CSP in order to provide, at a minimum, as follows: (1) detail the Town’s inability to currently provide allocable water capacity for the Subdivision; (2) detail the necessary expansion of the Town’s water treatment facilities to serve the Subdivision; and (3) detail the terms and conditions under which the Town will provide potable water utility service for the Subdivision.
 - c. Pursuant to Section 7.01.07 of the LDC and applicable provisions of the Code and LDC, all of the technical review comments which may be provided by the Town and/or Town’s consultants related to the Town’s review of the CSP and/or review and inspection of the Subdivision shall be satisfied and accepted by the Town and/or Town’s consultants. The technical review comments may include, but shall not be limited to, any comment(s) which may be provided by Town staff, the Town’s surveying consultant(s), and the Town’s engineering consultant(s) related to the CSP and/or the improvements constructed as part of the Subdivision.
5. In the event the Town has performed a satisfactory concurrency evaluation related to the Town’s ability to provide allocable potable water capacity for the Subdivision, the construction of the required infrastructure systems and/or improvements for the Subdivision shall also be complete and accepted by the Town prior to Final Subdivision Plat approval.

6. In the event the construction of the required infrastructure systems and/or improvements for the Subdivision are not complete and accepted by the Town, Final Subdivision Plat approval for the Subdivision shall be conditioned upon the following: (a) a developer's agreement or development agreement shall be approved by the Town Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and (b) when approved by the Town, the applicant shall provide the Town with *adequate performance security* and *adequate defect security* pursuant to the terms and provisions of a developer's agreement or development agreement.

For purposes of this Resolution, "*adequate performance security*" and "*adequate defect security*" shall mean, at a minimum, as follows:

- (a) *Adequate performance security* shall be satisfactory in form to the Town Attorney and the Town Engineer and the Town's planning staff and be in an amount equal to one hundred and twenty-five (125%) percent of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat or final site development plan approval, as certified in writing by the engineer of record, subject to the approval by the Town's planning staff and the Town Engineer. No more than fifty percent (50%) of the value of the total required improvements for each phase of the Development shall be considered for bonding and/or letter of credit given hereunder. Subject to the terms of the applicable agreement, the performance security shall be released by the Town when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and accepted. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a duration of twenty-four (24) months; and
- (b) *Adequate defect security* shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable developer's agreement or development agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the

installed improvements. Upon default, the Town may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to

the parties to the instrument or as otherwise set forth in an applicable agreement.

- 7. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions related to entering into a Developer's Agreement with the Applicant and/or Applicant's authorized designee with regard to the terms and conditions set forth by this Resolution and the Town's conditional approval of the Woodland Ranch Estates Phase III Certified Subdivision Plan.
- 8. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.
- 9. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
- 10. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, this 10th day of September, 2023.

TOWN OF DUNDEE

Mayor – Sam Pennant

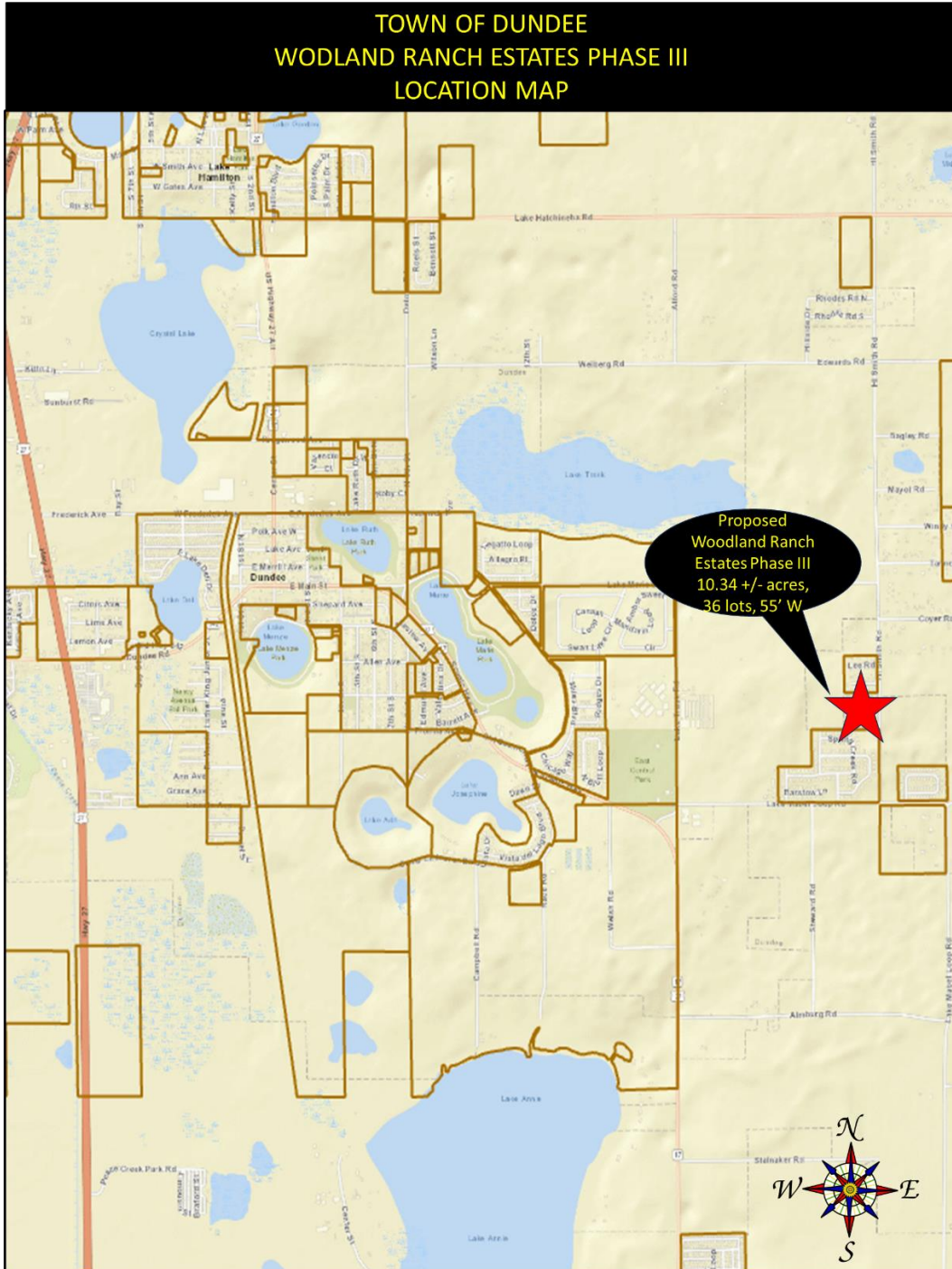
ATTEST:

Town Clerk – Trevor Douthat

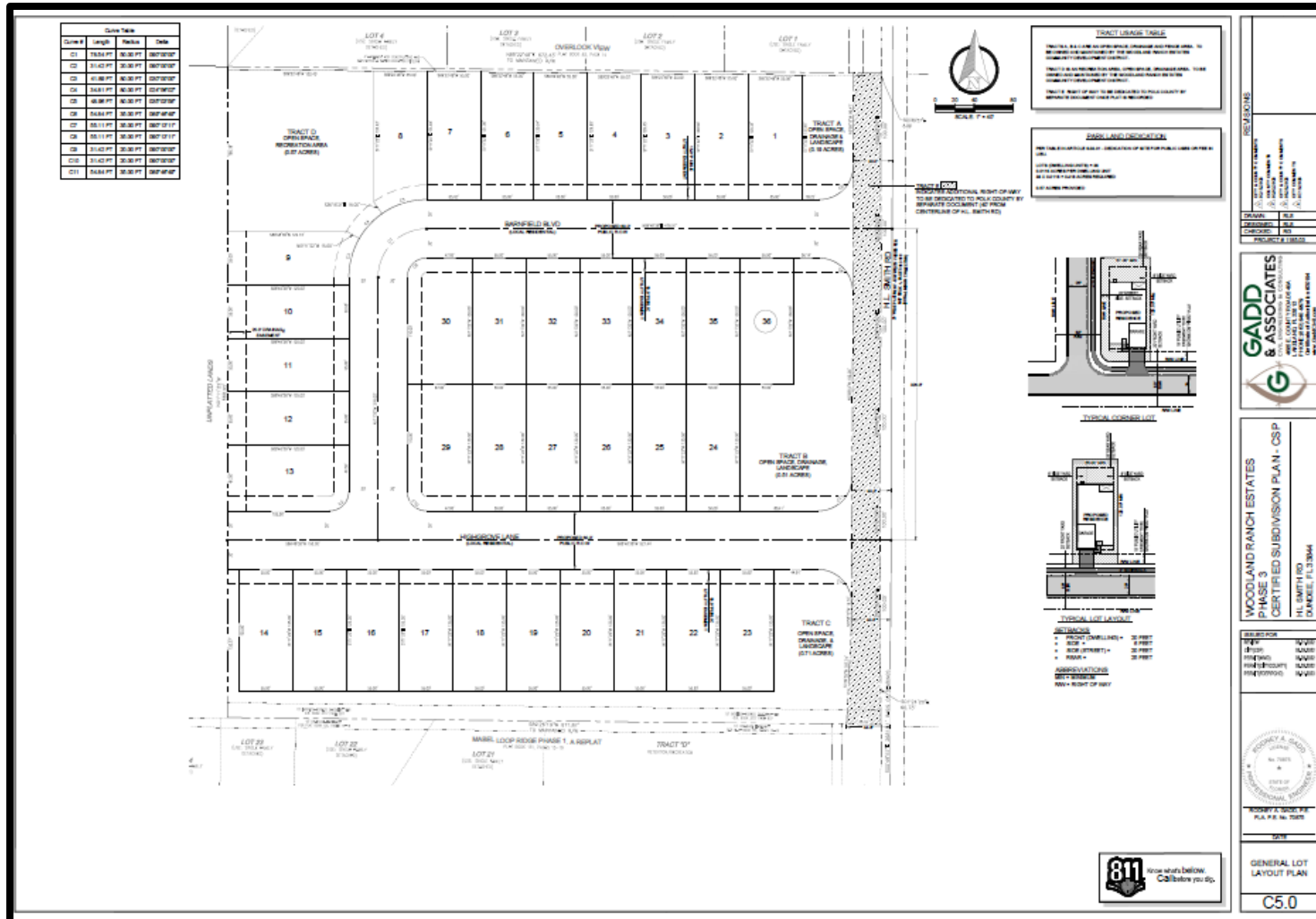
Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

RESOLUTION 23-26 EXHIBIT A LOCATION MAP



RESOLUTION 23-26 EXHIBIT B CERTIFIED SUBDIVISION PLAN





TOWN OF DUNDEE CERTIFIED SUBDIVISION PLAN APPLICATION STAFF REPORT

TO: Town of Dundee Town Commission

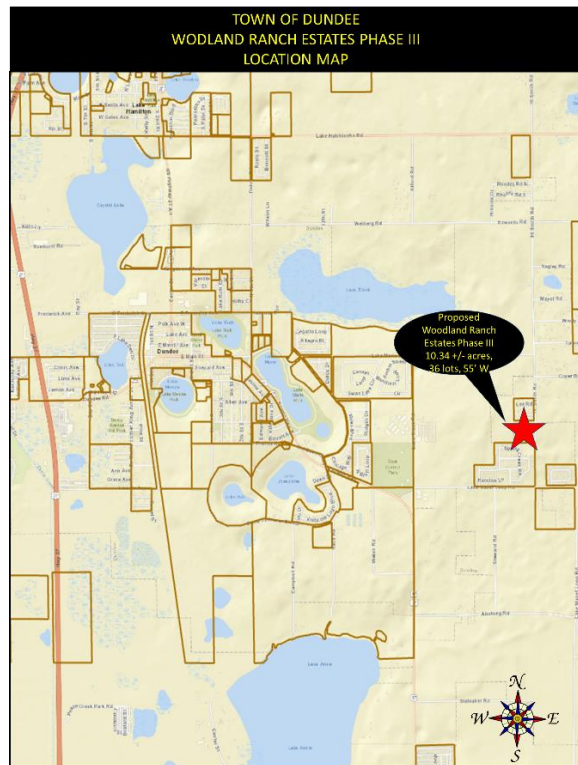
PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: October 10, 2023

REQUESTED ACTION: Resolution 23-26
The Town Commission will consider approving the Certified Subdivision Plan (CSP) for the Woodland Ranch Estates Phase III Subdivision, further known as parcel: 272826-000000-023020.

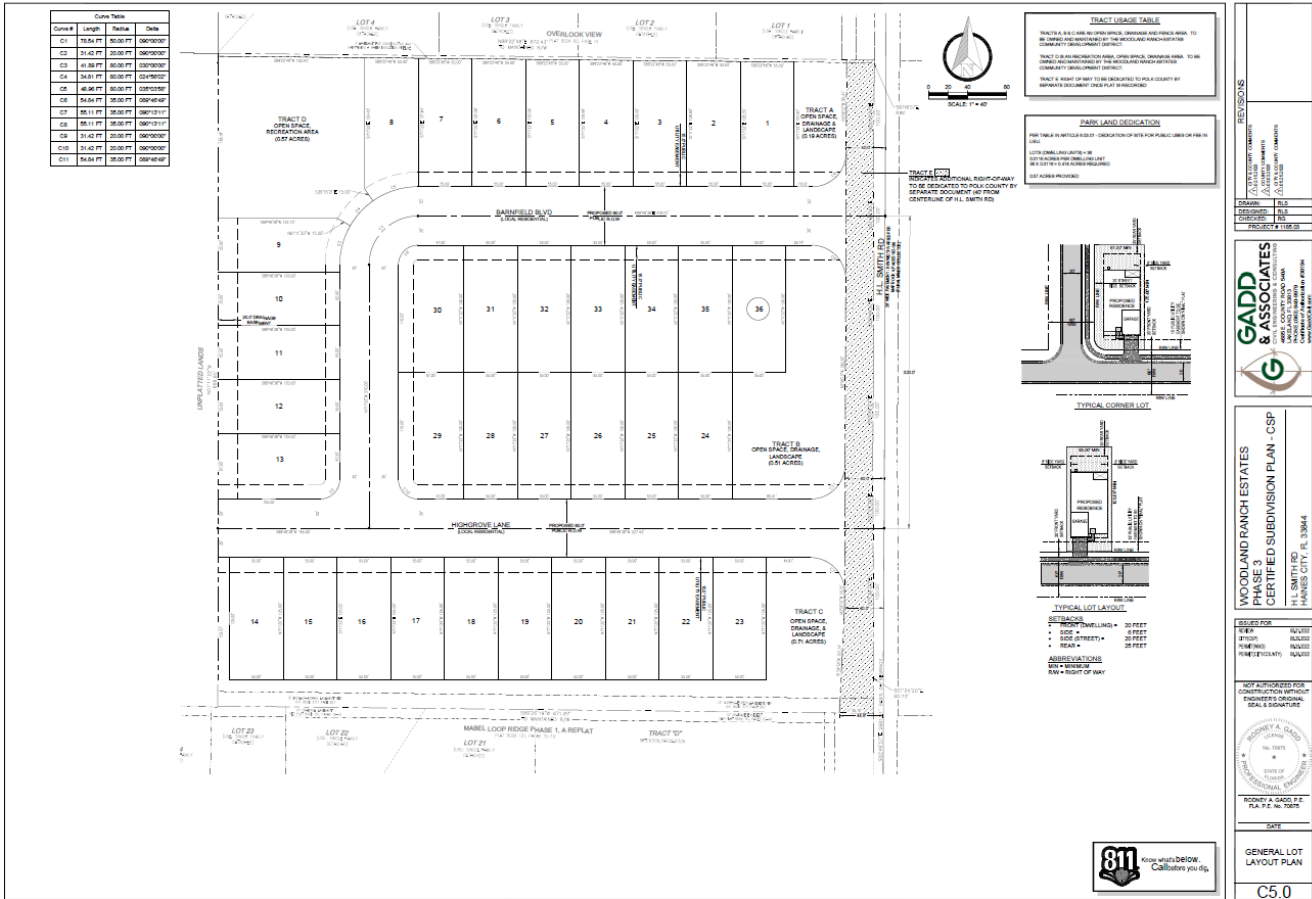


AERIAL MAP CONTEXT



LOCATION MAP

WOODLAND RANCH ESTATES PHASE III CERTIFIED SUBDIVISION PLAN



BACKGROUND

This is an applicant-initiated request by Rodney A. Gadd, P.E. with Gadd & Associates, LLC; (applicant) requests approval of Certified Subdivision Plan (CSP) for the Woodland Ranch Estates Phase III subdivision for approximately 10.34+/- acres of land located on the westside of H.L. Smith Rd., north of Lake Mabel Loop Rd., south of Lake Marie Dr., and west of Lake Trask Rd. further described as parcel 272826-000000-023020. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning of Moderate Density Single-Family Residential (RSF-3).

The proposed project includes 36 single-family lots and 0.57 +/- acres of recreational land to be owned and maintained by the Woodland Ranch Estates Community Development District (CDD) approved by Ordinance 22-26 on September 13, 2022. The Town Commission approved the parks and recreation land dedication for phase I on August 24, 2021, Phase II on January 25, 2022, and Phase III on April 26, 2022. Phases I and II were combined into 1 project on January 25, 2022.

CERTIFIED SUBDIVISION PLAN

Per Section 7.01.07 of the Land Development Code, the purpose of the Certified Subdivision Plan (CSP) is to allow town staff to perform a technical review of all proposed site improvements and serves as the basis upon which the final plat is prepared. Upon approval of the CSP, the applicant may proceed with permitting for installation of improvements, including:

- tree removal
- clearing and grubbing
- installation of streets and utilities
- installation of stormwater management systems.

Certified subdivision plans remain valid for one year from the date of approval. No residential building permit shall be issued until the final plat has been accepted by the Town and recorded with the Clerk of the Circuit Court for Polk County, except where approval has been given for residential units as models. Final certificates of occupancy for models shall not be issued until the final plat has been accepted by the town and recorded in the public records for Polk County.

The Site Plan portion of the proposed Certified Subdivision Plan is attached. A copy of the complete proposed Certified Subdivision Plan is on file with the Town Clerk.

POTABLE WATER AND WASTEWATER

Estimated Demand is as follows:

Table 1

Permitted Intensity 10.34 +/- acres	Maximum Permitted in RSF-3 RSF-3 @ 5 units/acres=52 units	Proposed Permitted in RSF-3 RSF-3 @ 3.48 units/acres=36
Potable Water Consumption	52 X 360 = 18,720 GPD	36 X 360 = 12,960 GPD
Wastewater Generation	52 X 270 = 14,040 GPD	36 X 270 = 9,720 GPD

ROADWAYS/TRANSPORTATION NETWORK

Estimated Demand is as follows:

Table 2

Permitted Intensity 10.34 +/- acres	Maximum Permitted in RSF-3 RSF-3 @ 5 units/acres= 52 units	Proposed Permitted in RSF-3 RSF-3 @3.48 units/acres = 36 units
Average Annual Daily Trips (AADT)	52 X 7.81 = 406 AADT	36 X 7.81 = 281 AADT
PM Peak Hour Trip	52 X 1.00 = 52 PM Peak	36 X 1.00 = 36 PM Peak

Source: Polk TPO -ITE Code 210-Single Family Detached rate per unit 7.81 AADT and 1.00 AADT PM Peak Hour

Available Capacity is as follows:

Table 3 Roadway Link Concurrency

Link #	Road Name	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5- Year Peak Hr. Projected LOS
8212N	H.L. Smith Road (Lake Mabel Loop Rd. to CR 542/Hatchineha Rd.)	C	693	D	C
8212S		C	689	D	C
8218E	Lake Marie Blvd. (SR 17 to H.L. Smith Rd.)	C	598	E	C
8218W		C	590	E	C
8204N	Lake Mabel Loop Rd. (Canal Ave. to SR 17)	C	674	E	C
8204S		C	641	E	C

Source: Polk Transportation Planning Organization April 8, 2022

STREET NAMES:

According to 7.01.07 (11) (A) (2) (C) of the LDC– The Town Commission shall have the authority to approve or disapprove any street name.

- Barnfield Blvd.
- Highgrove Lane

(A) *General procedure*

- (1) Six copies of the CSP shall be filed with the development director's office, which will distribute copies to appropriate town staff.
- (2) The CSP shall be reviewed in terms of the following criteria:
 - a. completeness and substantial compliance with the approved PSP;
 - b. degree of compliance with the technical requirements set forth in applicable articles of this Code, and other town regulations;
 - c. **suitability of proposed street names (the town commission shall have the authority to approve or disapprove any street name);**
 - d. deficiencies or issues which require further attention.

PUBLIC SCHOOLS

Name of School	Proposed Use Estimated Demand	% Capacity 2022-2023 School Year	Available Seats	Average Driving Distance from Subject Site
Dundee Elementary Academy (zoned)	35	69%	271	2.9 ± miles driving distance
Denison Middle School (zoned)	15	60%	480	9.2 ± miles driving distance
Haines City Senior High School (zoned)	24	89%	324	7.6 ± miles driving distance

Source: Polk County School Board, GIS

CSP COMMENTS

As required, the CSP is substantially similar to the Preliminary Site Plan. The Polk County School Board issued a binding letter of concurrency for this project. The School Board will reserve the seats for 18 months after the approval of the Certified Subdivision Plan. The applicant will have to provide driveway and traffic system approvals from Polk County as H.L. Smith Road is a County maintained road. The roads internal to the subdivision are anticipated to be dedicated and accepted by the Town of Dundee. Construction plans must be approved by Town staff prior to issuance of construction permits. Construction plan approval includes receipt of all approvals from outside agencies.

Consistent with Section 7.01.09, the applicant is requesting the Town Commission’s approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to actual final platting. In granting any such approval, the Town Commission may impose such conditions, restrictions, and/or time schedules as may be deemed necessary in the public interest.

Development Review Committee Recommendation

Based on the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds the request **IS COMPATIBLE** with the surrounding land uses and general character of the area, **IS CONSISTENT** with the Town of Dundee Comprehensive Plan and Land Development Code, and therefore, the Development Review Committee (DRC) recommends **APPROVAL OF WOODLAND RANCH ESTATES PHASE III CERTIFIED SUBDIVISION PLAN (CSP)**.

Town Commission Review

Following its own review, the Town Commission shall either approve the CSP or disapprove with reasons stated. The Town Commission has the authority to approve or disapprove any street name. Should any adverse review comment or recommendation be made by the Town Commission which may require a revision of the proposed CSP, the necessary revisions may be made for reconsideration at the applicable step within the review process.

MOTION OPTIONS:

1. I move **approval of Resolution 23-26** approving the Certified Subdivision Plan for Woodland Ranch Estates Phase III Subdivision and approving construction prior to platting.
 2. I move **approval of Resolution 23-26 with conditions** approving the Certified Subdivision Plan for Woodland Ranch Estates Phase III and approving construction prior to platting.
 3. I move **continuing Resolution 23-26** until a date certain.
 4. I move **denial of Resolution 23-26**.
-

Attachment: Resolution 23-26 (with CSP Plan)



TOWN COMMISSION MEETING

October 10, 2023 at 6:30 PM

- AGENDA ITEM TITLE:** RESOLUTION 23-28, ODYSSEY MANUFACTURING COMPANY EMERGENCY AGREEMENT
- SUBJECT:** The Town Commission will consider approval of Resolution 22-47 Odyssey Manufacturing Company Emergency Agreement for the purchase and delivery of sodium hypochlorite (chlorine) as a disinfectant for water and wastewater treatment.
- STAFF ANALYSIS:** The Town has two water plants and one wastewater treatment plant that require the use of sodium hypochlorite or “liquid chlorine” as a disinfectant for both water and wastewater treatments. Chlorine is one of the most widely used disinfectant that is very applicable and very effective for the deactivation of pathogenic microorganisms. Chlorine can be easily applied, measured and controlled.
Drinking water standards and wastewater treatment standards are promulgated by the Environmental Protection Agency (EPA) on a national level and enforcement carried out by Florida Department of Environmental Protection (FDEP) on the state level for both water and wastewater treatment mandatory standards and requirements.
- FISCAL IMPACT:** \$12,000.00
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 23-28
Odyssey agreement

RESOLUTION NO. 23-28

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE PURCHASE ULTRACHLOR 12.5 TRADE PERCENT SODIUM HYPOCHLORITE FOR THE TOWN OF DUNDEE WATER PLANT(S) AND WASTEWATER PLANT; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; CONFIRMING AND APPROVING THE EXPENDITURE OF \$1.65 PER GALLON OF ULTRACHLOR 12.5 TRADE PERCENT SODIUM HYPOCHLORITE FROM ODYSSEY MANUFACTURING COMPANY, INC; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) RELATED TO ENTERING INTO AN AGREEMENT WITH ODYSSEY MANUFACTURING COMPANY, INC, FOR THE PURCHASE AND DELIVERY OF ULTRACHLOR 12.5 TRADE PERCENT SODIUM HYPOCHLORITE FOR THE TOWN OF DUNDEE WATER PLANT(S) AND WASTEWATER PLANT.

WHEREAS, circumstances have arisen requiring emergency action on the part of Town of Dundee (the "Town") management to ensure the purchase and delivery of sodium hypochlorite for Town of Dundee Water Plant(s) and Wastewater Plant (collectively referred to as the "Plants"); and

WHEREAS, the Town has an immediate need for the continued operation of its water plant(s) and wastewater plant; and

WHEREAS, the Town must purchase sodium hypochlorite in order to ensure the continuity of the Town's water and wastewater utility services and operations; and

WHEREAS, the Town has a necessary and immediate need for the supply and delivery of sodium hypochlorite; and

WHEREAS, pursuant to a Sodium Hypochlorite Supply Contract between the Town and Odyssey Manufacturing Company, Inc. (hereafter "Odyssey"), the Town previously received sodium hypochlorite from Odyssey; and

WHEREAS, on or about March 31, 2014, the Town and Odyssey entered into a Sodium Hypochlorite Tank Replacement Agreement which provided for both the

installation of an 1,100-gallon hypochlorite tank and supply of sodium hypochlorite through September 30, 2016; and

WHEREAS, on October 25, 2022, based on the Town’s necessary and immediate need for the purchase and delivery of sodium hypochlorite, the Town Commission of the Town of Dundee adopted Resolution No 22-47 declaring an emergency and directing the Town Manager to purchase Ultrachlor 12.5 Trade Percent Sodium Hypochlorite in bulk from Odyssey for the same and/or similar price as provided to Marion County; and

WHEREAS, based on the Town’s continued necessary and immediate need for the purchase and delivery of sodium hypochlorite, Odyssey has offered the continued bulk sale of its Ultrachlor 12.5 Trade Percent Sodium Hypochlorite for the same and/or similar price and terms as provided to Marion County; and

WHEREAS, Odyssey sells and delivers Ultrachlor 12.5 Trade Percent Sodium Hypochlorite to Marion County Utilities for \$1.65 per gallon with no fuel surcharges and/or delivery fees; and

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

WHEREAS, the Town has an established relationship with Odyssey, and the Town Manager has researched and confirmed Odyssey’s qualifications related to the purchase and delivery of its Ultrachlor 12.5 Trade Percent Sodium Hypochlorite for the Plants.

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

SECTION 1: Town Commission declares that the above factual recitals are hereby incorporated herein and serve as true and correct statements which form a factual and material basis for the adoption of this Resolution.

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

citizens and residents.

SECTION 3: Accordingly, the Town Commission of the Town of Dundee authorizes and approves: the purchase and delivery of Ultrachlor 12.5 Trade Percent Sodium Hypochlorite from Odyssey Manufacturing Company, Inc., for a price not to exceed \$1.65 per gallon; and the issuing of payment(s) by the Town Manager to Odyssey Manufacturing Company, Inc., for its Ultrachlor 12.5 Trade Percent Sodium Hypochlorite at \$1.65 per gallon with no fuel surcharges and/or delivery fees, on an emergency basis and waives the requirements of strict compliance with the Town’s procurement code in this instance.

SECTION 4: The Town Commission of the Town of Dundee authorizes and directs the Town Manager to take any and all necessary further action(s) to procure the purchase and delivery of Ultrachlor 12.5 Trade Percent Sodium Hypochlorite at \$1.65 per gallon with no fuel surcharges and/or delivery fees from Odyssey Manufacturing Company, Inc., which includes, but shall not be limited to, negotiating and entering into an agreement related to same.

SECTION 5: This Resolution shall be effective immediately upon adoption by the Town Commission.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida assembled on the 10th day of October, 2023.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney



September 9, 2023

Ms. Tracy Mercer
Public Utilities Director
Town of Dundee
P.O. Box 1000
Dundee, Florida 33838

Re: **BULK SODIUM HYPOCHLORITE SUPPLY FOR FY 2024**

Encl: (1) Marion County Sodium Hypochlorite Piggyback Package

Dear Butch,

As you know, Odyssey Manufacturing Co. has been supplying sodium hypochlorite to the Town of Dundee's water and wastewater plants under a piggyback arrangement with Marion County for the past two years which expires on September 30, 2023. Marion County recently renewed their sodium hypochlorite at a new unit price of \$1.65 per gallon. As such, Odyssey offers to continue to sell its Ultrachlor 12.5 Trade Percent sodium hypochlorite to the Town of Dundee for the upcoming fiscal year at a unit price of \$1.65 per gallon from a "piggyback" arrangement with Marion County through September 30, 2024. This price is fixed to the water and wastewater plants and there are no fuel surcharges, delivery fees or other hidden charges. The contract has one one-year renewal remaining. I have attached a copy of the solicitation package, Odyssey's proposal, the award notice, the contract and the renewal amendment documentation. Shari Chinevere is the point of contact for Marion County @352-671-8648. Also, as part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at both your Water and Wastewater Treatment facilities.

As you know, we continue to be in a period of unprecedented hyper-inflation in this country and in particular the chemical business for the past two plus years. Unfortunately, we have not raised prices fast enough to keep up with our actual cost inflation for the past two years and are suffering financially. Additionally, in the past twelve months, we have had the following cost increases: (1) Large traffic increases in Florida have caused us to hire more drivers to deliver the same number of gallons (our average # of tanker deliveries in a 12-hour day has gone down from 1.33 to 1.20 in the past twelve months); (2) Driver wages have increased about 20% because of the national driver shortage; (3) Odyssey's cost of medical benefits increased by \$1.1 million this past January because we have to have good insurance to be able to hire and keep drivers; (4) The cost of leased tractors from Ryder has gone up 18% in the past twelve months; and (5) The cost of new FRP tankers has increased from \$78,000 to \$128,000 over the past twelve months. Overall, our delivery costs are up 40% and about \$.25 per gallon is the amount of the total price we allocate to delivery. Secondly, we are becoming more dependent on ECU's (i.e., chlorine and caustic railcars) to make our bleach. ECU prices continue to hover between \$1.20 to \$1.30 per gallon (add \$.10 to make it and \$.25 to deliver it you can see we are upside down on many of our deliveries). Third, we have a lot of "soft costs" that have gone up significantly and we tend not to focus on things such as liability insurance which is up \$150,000 per year. Our property insurance went up \$150,000 last year and went up another \$350,000 on our renewal in June. Earlier this Spring, we were informed by our raw material

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
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suppliers that they will be implementing significant increases in rail freight in the next few months largely spurred by the recent mishap in Ohio (on order of magnitude of \$.05 - \$.10 per gallon).

Besides our cost increases, a second barometer is hypochlorite bids in the marketplace. The below table represents all of the bids in the State of Florida for sodium hypochlorite in the past twelve months. As you can see, the proposed increase is very reasonable in light of the recent bids (the Town of Dundee uses about 30,000 gallons per year).

Bid Date	Utility	Annual Gallons	Allied or Brenntag	Odyssey or Hawkins
9/6/2022	Bay County	232,500	\$1.89	\$1.35
9/8/2022	City of Marco Island	404,405	\$1.34	\$1.55
9/9/2022	Seacoast Utility Authority	250,000	\$1.29	\$1.55
10/7/2022	City of Plantation	262,000	\$1.328	\$1.67
10/26/2022	City of Lakeland	90,000	\$1.57	\$1.58
10/27/2022	Pinellas County	1,481,223	\$1.45	\$1.15
11/18/2022	City of Wildwood	115,000	\$1.57	\$2.56 (H)
11/22/2023	City of Winter Haven	714,777	1.55	No Bid
12/8/2022	City of Clearwater	957,000	\$1.67	\$1.28
1/10/2023	City of Tallahassee	625,000	\$1.69	\$1.59
1/25/2023	City of Edgewater	240,000	\$1.73	\$1.49
3/6/2023	Peace River Manasota	750,000	\$1.43	\$1.69
6/2/2023	City of New Port Richey	320,000	\$1.44	\$1.85
6/15/2023	Okeechobee County	30,000	No Bid	\$1.80
6/27/2023	Town of Jupiter – Full Tankers	314,000	\$1.44	\$1.85
6/27/2023	Town of Jupiter – Small Tankers	4,000	\$1.54	\$3.50
7/6/2023	City of Fort Lauderdale Full Tankers	9,214,000	\$1.47	\$2.25
7/6/2023	City of Fort Lauderdale Partial Tanker	356,000	\$1.57	\$2.45
7/10/2023	City of Ocala	325,000	\$1.90	\$1.75
7/26/2023	The Villages	700,000	\$2.37 (B)	\$1.85 (H)
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69

Thank you for your consideration. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

*Dundee uses:
30,000 gal
@ \$1.65*

Sincerely

 Patrick H. Allman
 General Manager



ODYSSEY
MANUFACTURING CO.


March 1, 2016

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS
AND CONTRACTS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,


WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms and to execute agreements and any documents associated with these agreements on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2016.



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin T. Rakes, President

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SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Bulk Chlorine (Varying Types) Agreement entered into on September 17, 2013, (the "Agreement") this Second Amendment to the Agreement (this "Amendment") made and entered into September 19, 2017 by and between Odyssey Manufacturing Co, whose address is 1484 Massaro Blvd, Tampa, FL 33619; possessing FEIN 65-0846345, (hereinafter referred to as "Supplier") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave. Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH


WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Supplier, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Supplier (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 13P-184, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The Parties hereby amend Section 1 of the Agreement and the final paragraph on Exhibit A, page 19, of the Agreement to provide for a single two (2) year renewal, effective October 1, 2017 and ending September 30, 2019 (the "Term"). This is the final renewal of the Agreement which by its terms provided for a total term of no longer than six (6) years.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT OCT 19 2017


MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



 CARL ZALAK, III DATE
 CHAIRMAN OCT 18 2017

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


BCC APPROVED:
September 19, 2017
13P-184-CA-02, Bulk Chlorine (Varying Types)



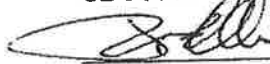
 for: MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY 10-4-17

WITNESS:

ODYSSEY MANUFACTURING CO




 SIGNATURE
 Marjorie O'Donnell
 PRINTED NAME



 BY: DATE
 Patrick H. Allman
 PRINTED: General Manager
 ITS: (TITLE)

WITNESS:



 SIGNATURE
 Linnea A. Ison
 PRINTED NAME

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement, made and entered into September 17, 2013 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Odyssey Manufacturing Co**, located at 1484 Massaro Blvd, Tampa, FL 33619, possessing FEIN# 65-0846345 (hereinafter referred to as "SUPPLIER") under seal for the Bulk Chlorine (Varying Types), (hereinafter referred to as "PROJECT"), the COUNTY and the SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and SUPPLIER (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence October 1, 2013, and shall be in effect for a term of three (3) years. Three (3) annual renewals are available, pending mutual written agreement.

Section 2 – Scope of Services. As per specifications and requirements of project 13P-184, the SUPPLIER shall provide the necessary types and deliveries of liquid bulk chlorine to complete the scope of services listed below according to the timeframe as noted herein.

Section 3 – Compensation. The COUNTY shall make payment to the SUPPLIER upon completion of the services or receipt of product as described in Section 2 of this agreement. There shall be no provisions for pricing adjustments during the term of the contract. SUPPLIER agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition. The fee schedule for the goods identified under the RFP are attached herein as *Exhibit A – Pricing & Proposal Page*.

Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the SUPPLIER'S representatives for notice purposes are:

SUPPLIER: Odyssey Manufacturing Co
1484 Massaro Blvd, Tampa, FL 33619
CONTACT PERSON: Patrick Allman
813-635-0339 | E-mail: pallman@odysseymanufacturing.com

COUNTY: Marion County Utilities/Animal Services
c/o Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2631 SE 3rd St, Ocala, FL 34471

Section 5 – Assignment. The SUPPLIER may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the services

described in Section 2 of this Agreement. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The SUPPLIER shall keep records of all transactions. The COUNTY shall have a right to review such records at the SUPPLIER'S office during normal business hours.

Section 9 – Indemnification. The SUPPLIER shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The SUPPLIER shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following: Business Auto Liability shall be provided by the SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles. Worker's Compensation shall be purchased and maintained by the SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the SUPPLIER for the duration of the project. If the policy is written on a claims-made basis, the SUPPLIER must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent SUPPLIER. In the performance of this Agreement, the SUPPLIER will be acting in the capacity of an "independent SUPPLIER" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the SUPPLIER in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the SUPPLIER fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the SUPPLIER in writing, specifying the nature of the default and providing the SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the SUPPLIER without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the SUPPLIER only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the SUPPLIER. In the event of termination of this Agreement without cause, the COUNTY will compensate the SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of

maintaining County or other public entity obligations under this Contract. County shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance: All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the SUPPLIER shall replace the same without additional cost to the COUNTY, as applicable.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract SUPPLIER has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the SUPPLIER and the subcontractor, whichever is later. The SUPPLIER shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this AGREEMENT, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such

obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

[Signature]
DAVID R. ELLSBERMANN,
CLERK OF THE COURT

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

[Signature]
KATHY BRYANT,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
MATTHEW O. MINTER,
COUNTY ATTORNEY

ATTEST

[Signature]
OFFICER OF CORP.

ODYSSEY MANUFACTURING CO

[Signature]
PRESIDENT OF CORP.
General Manager

NOTARY CERTIFICATE - To be completed by Notary on behalf of Odyssey Manufacturing Co for project 13P-184 - Bulk Chlorine (Varying Types)

STATE OF: Florida
COUNTY OF: Hillsborough Co.

Before me this day personally appeared:

Patrick Allman and Stephen Sidelko
as General Manager and Secretary

respectively of Odyssey Manufacturing Co to me well known or produced identification _____ (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 17 day of September, 2013.

Signature of Notary [Signature]
Notary Stamp:



MARJORIE O'DONNELL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE164394
EXPIRES 9/15/2016

**Bulk Chlorine (various types)
RFP# 13P-184**

PRICING AND PROPOSAL PAGE

Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total (Estimated Qty X Unit Price)
1	Deliveries for Utility Sites	240,000	gal	\$.84	\$ 202,734
2	Delivery for Animal Center Location	1350	gal	\$.84	
3	Delivery for Animal Center Location	10	50# bucket	\$ 130.00	\$ 1300 ⁰⁰
Delivery Time				Number of Days	
4	Normal Delivery – Utility Location			Two (2) Days	
5	Emergency Delivery – Utility Location			Four (4) Hours	
6	Normal Delivery – Animal Center Location			Two (2) Days	

This Proposal Page does not cover all items requested under this proposal. Contractor is expected to provide pricing for remaining items in this RFP in his submittal via catalog discount or other means identified in the proposal.



Term of this contract is three (3) years, with an option to renew for three (3) additional one (1) year terms pending mutual agreement. The term shall not be for longer than six (6) years. Renewals shall be automatic and annual unless a price increase is requested; price increases shall ONLY be considered upon renewal notice dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved.

This document must be completed and returned with your Submittal

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Bulk Chlorine (Varying Types) Agreement entered into on September 17, 2013, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into September 7, 2016 by and between **Odyssey Manufacturing Co**, whose address is 1484 Massaro Blvd, Tampa, FL 33619; possessing FEIN **65-0846345**, (hereinafter referred to as "Supplier") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Supplier, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Supplier (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 13P-184, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is to renew the Agreement for one (1) year, effective October 1, 2016 and ending September 30, 2017 (the "Term").
3. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by Supplier is subject to review for the most current version of the State or Federal policies at the time of award. By previously signing the ITB Acknowledgment and Addenda Certification Form, the Agreement and this Amendment, Supplier has agreed to perform in accordance with these requirements and agrees:
 - To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
 - To provide to COUNTY, within thirty (30) days of the effective date of this Amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 - To require each subcontractor that performs services under the Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Amendment or within ninety (90) days of the effective date of the contract between Supplier and the subcontractor, whichever is later. Supplier shall obtain from the subcontractor(s), a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
 - To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 - To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

4. **Public Records Compliance**

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Office of Public Information
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: PIO@marioncountyfl.org**

- B. Supplier shall comply with public records laws, specifically:**
1. Keep and maintain public records required by COUNTY to perform the Work;
 2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if Supplier does not transfer the records to COUNTY; and,
 4. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of Supplier or keep and maintain public records required by COUNTY to perform the Work. If Supplier transfers all public records to COUNTY upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon the completion of the Agreement, Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If Supplier fails to provide the public records to COUNTY within a reasonable time, Supplier may be subject to penalties under Section 119.10 Florida Statutes.**

5. Supplier Conduct: These Guidelines govern Supplier doing work on COUNTY property, as well as Supplier's employees, agents, consultants, and others on COUNTY property in connection with the Supplier's work or at the Supplier's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that Supplier and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** Supplier and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by Supplier or its employees is

prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.

- **Smoking:** Supplier and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** Supplier and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** Supplier and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Supplier is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, Supplier will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of Supplier's contracts with COUNTY.


IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



 DAVID R. ELLSPERMANN, DATE
 CLERK OF COURT



 KATHY BRYANT, DATE
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

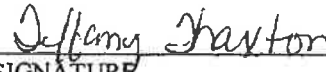
BCC APPROVED:
September 7, 2016
13P-184-CA-01, Bulk Chlorine (Varying Types)



 MATTHEW G. MINTER, DATE
 MARION COUNTY ATTORNEY


WITNESS:

ODYSSEY MANUFACTURING CO



 SIGNATURE
 Tiffany THAXTON

 PRINTED NAME

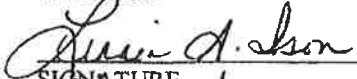


 BY: Patrick A. Adama DATE

 PRINTED: General Manager

 ITS: (TITLE)

WITNESS:



 SIGNATURE
 Linnea Isen

 PRINTED NAME

SEP 12 '16 AM 9:55

SEP 26 '16 PM 1:58

Pat Allman

From: Hyde, Carrie <Carrie.Hyde@marioncountyfl.org>
Sent: Thursday, September 8, 2016 4:02 PM
To: pallman@odysseymanufacturing.com
Subject: approval of renewal contract with Marion County 13P-184
Attachments: 13P-184-CA-01 LoA+CNTr Bulk Chlorine (OMC).pdf

Good afternoon!

Please find attached the renewal amendment approved by our Board yesterday. If you would, please sign the last page & have witnessed 2x, and return along with a copy of the e-verify notice, and the most recent Certs of Insurance, and I'll return a copy once it's fully executed.

Thanks,
Carrie

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Date: September 7, 2016



AGENDA ITEM

Marion County Commission

SUBJECT: Request Approval of Contract Renewal: 13P-184, Bulk Chlorine (Varying Types) - Odyssey Manufacturing Co, Tampa, FL (Budget Impact - Neutral; estimated annual expenditure of \$300,000 between departments, as proposed in FY 16/17 budget)

INITIATOR: Susan Olsen,
Director

DEPARTMENT: Procurement Services

DESCRIPTION/BACKGROUND:

During the September 17, 2013 meeting, the Board awarded a three (3) year contract to Odyssey Manufacturing Co to supply and deliver liquid bulk chlorine; the firm has complied with all terms and conditions of the contract, which included renewal options for up to three (3) annual terms. With receipt of a positive evaluation by Utilities, and acceptance of the renewal request by the supplier, Procurement is recommending approval for the first renewal term, ending September 30, 2017. Utilities is the primary user under the contract, budgeted at \$240,000 for FY 16/17; however, the Animal Center also uses this liquid chlorine at its facility.

A copy of the current contract is attached. The County Attorney's Office is finalizing the renewal amendment to the contract. Once completed, this amendment will be sent to the supplier, and upon return, it will be forwarded for all the necessary signatures.

BUDGET/IMPACT:

Budget impact is neutral. Chlorine will be purchased on an as-needed basis, with an annual estimated expenditure of \$300,000, as proposed in the FY 16/17 budget.

RECOMMENDED ACTION:

Motion to approve recommendation and allow staff to issue contract amendment, and upon approval by Legal, authorize the Chairman to execute same with Odyssey Manufacturing Co under RFP 13P-184.



**Marion County
Board of County Commissioners**

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

September 7, 2016

Patrick Allman
Odyssey Manufacturing Co
1484 Massaro Blvd
Tampa, FL 33619
Delivered via email to: pallman@odysseymanufacturing.com

First Contract Amendment for 13P-184 Bulk Chlorine (Varying Types)

On behalf of the Marion County Board of County Commissioners, it is our pleasure to notify you of the award of the Project listed above. The following are required to complete the contract process, and shall be returned within one (1) week: *Documents can be returned via email, fax, or courier (USPS, FedEx, UPS, hand delivery).*

- One (1) set of the contract with exhibits if applicable, fully executed before two witnesses - *if a person other than a company Officer signs, a statement must be included noting the signatory's authorization to sign on behalf of the company.*
- One (1) copy of the activated insurance certificate, showing "Marion County, a political subdivision of the State of Florida" as Additional Insured, and in accordance with the Solicitation. *This can be scanned.*
- The Work under this Amendment shall commence unless a start date has been specifically mentioned in the Amendment.
- No payment(s) shall be rendered until all required documents have been received, in good order and deemed complete by the Marion County Procurement Services Department.

We look forward to continued business with you.

Susan Olsen
Procurement Services Director

xc: Utilities
/clh
Rev 9.2.16

"Meeting Needs by Exceeding Expectations"

www.marioncountyfl.org

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Bulk Chlorine (Varying Types) Agreement entered into on September 17, 2013, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into **September 7, 2016** by and between **Odyssey Manufacturing Co**, whose address is 1484 Massaro Blvd, Tampa, FL 33619; possessing FEIN **65-0846345**, (hereinafter referred to as "Supplier") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Supplier, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Supplier (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 13P-184, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment is to renew the Agreement for one (1) year, effective October 1, 2016 and ending September 30, 2017 (the "Term").
3. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by Supplier is subject to review for the most current version of the State or Federal policies at the time of award. By previously signing the ITB Acknowledgment and Addenda Certification Form, the Agreement and this Amendment, Supplier has agreed to perform in accordance with these requirements and agrees:
 - To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
 - To provide to COUNTY, within thirty (30) days of the effective date of this Amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 - To require each subcontractor that performs services under the Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Amendment or within ninety (90) days of the effective date of the contract between Supplier and the subcontractor, whichever is later. Supplier shall obtain from the subcontractor(s), a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
 - To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
 - To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

4. **Public Records Compliance**

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Office of Public Information
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Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: PIO@marioncountyfl.org

B. Supplier shall comply with public records laws, specifically:

1. Keep and maintain public records required by COUNTY to perform the Work;
2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if Supplier does not transfer the records to COUNTY; and,
4. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of Supplier or keep and maintain public records required by COUNTY to perform the Work. If Supplier transfers all public records to COUNTY upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon the completion of the Agreement, Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If Supplier fails to provide the public records to COUNTY within a reasonable time, Supplier may be subject to penalties under Section 119.10 Florida Statutes.

5. Supplier Conduct: These Guidelines govern Supplier doing work on COUNTY property, as well as Supplier's employees, agents, consultants, and others on COUNTY property in connection with the Supplier's work or at the Supplier's express or implied invitation.

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- **Language and Behavior:** Supplier and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by Supplier or its employees is

prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.

- **Smoking:** Supplier and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** Supplier and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** Supplier and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Supplier is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, Supplier will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of Supplier's contracts with COUNTY.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

KATHY BRYANT, DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED:
September 7, 2016
13P-184-CA-01, Bulk Chlorine (Varying Types)

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

ODYSSEY MANUFACTURING CO

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

RECEIVED
OCT 07 2013
BY: Item 7.

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement, made and entered into September 17, 2013 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Odyssey Manufacturing Co**, located at 1484 Massaro Blvd, Tampa, FL 33619, possessing FEIN# 65-0846345 (hereinafter referred to as "SUPPLIER") under seal for the Bulk Chlorine (Varying Types), (hereinafter referred to as "PROJECT"), the COUNTY and the SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and SUPPLIER (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence October 1, 2013, and shall be in effect for a term of three (3) years. Three (3) annual renewals are available, pending mutual written agreement.

Section 2 – Scope of Services. As per specifications and requirements of project 13P-184, the SUPPLIER shall provide the necessary types and deliveries of liquid bulk chlorine to complete the scope of services listed below according to the timeframe as noted herein.

Section 3 – Compensation. The COUNTY shall make payment to the SUPPLIER upon completion of the services or receipt of product as described in Section 2 of this agreement. There shall be no provisions for pricing adjustments during the term of the contract. SUPPLIER agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition. The fee schedule for the goods identified under the RFP are attached herein as *Exhibit A – Pricing & Proposal Page*.

Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the SUPPLIER'S representatives for notice purposes are:

SUPPLIER: Odyssey Manufacturing Co
1484 Massaro Blvd, Tampa, FL 33619
CONTACT PERSON: Patrick Allman
813-635-0339 | E-mail: pallman@odysseymanufacturing.com

COUNTY: Marion County Utilities/Animal Services
c/o Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2631 SE 3rd St, Ocala, FL 34471

Section 5 – Assignment. The SUPPLIER may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the services

described in Section 2 of this Agreement. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The SUPPLIER shall keep records of all transactions. The COUNTY shall have a right to review such records at the SUPPLIER'S office during normal business hours.

Section 9 – Indemnification. The SUPPLIER shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. As applicable, during the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The SUPPLIER shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following: Business Auto Liability shall be provided by the SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles. Worker's Compensation shall be purchased and maintained by the SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the SUPPLIER for the duration of the project. If the policy is written on a claims-made basis, the SUPPLIER must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent SUPPLIER. In the performance of this Agreement, the SUPPLIER will be acting in the capacity of an "independent SUPPLIER" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the SUPPLIER in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the SUPPLIER fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the SUPPLIER in writing, specifying the nature of the default and providing the SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the SUPPLIER without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the SUPPLIER only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the SUPPLIER. In the event of termination of this Agreement without cause, the COUNTY will compensate the SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of

maintaining County or other public entity obligations under this Contract. County shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County’s representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the SUPPLIER shall replace the same without additional cost to the COUNTY, as applicable.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract SUPPLIER has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify “Edit Company Profile” screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the SUPPLIER and the subcontractor, whichever is later. The SUPPLIER shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this AGREEMENT, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such

obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

[Signature]
DAVID R. ELLSPERMANN,
CLERK OF THE COURT

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

[Signature]
KATHY BRYANT,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
MATTHEW G. MINTER,
COUNTY ATTORNEY

ATTEST

[Signature]
OFFICER OF CORP.

ODYSSEY MANUFACTURING CO

[Signature]
PRESIDENT OF CORP.
General Manager

NOTARY CERTIFICATE – To be completed by Notary on behalf of Odyssey Manufacturing Co for project 13P-184 - Bulk Chlorine (Varying Types)

STATE OF: Florida
COUNTY OF: Hillsborough Co.

Before me this day personally appeared:

Patrick Allman and Stephen Sidelko
as General Manager and Secretary
respectively of Odyssey Manufacturing Co to me well known or

produced identification _____ (Type of ID) to be the persons described in and who executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 17 day of September, 2013.

Signature of Notary Mary O'Donnell
Notary Stamp:



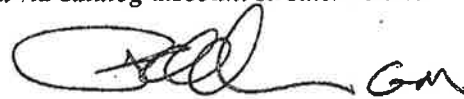
MARJORIE O'DONNELL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE164394
Expires 3/5/2016

**Bulk Chlorine (various types)
RFP# 13P-184**

PRICING AND PROPOSAL PAGE


Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total (Estimated Qty X Unit Price)
1	Deliveries for Utility Sites	240,000	gal	\$ <u>.84</u>	\$ <u>202,734</u>
2	Delivery for Animal Center Location	1350	gal	\$ <u>.84</u>	
3	Delivery for Animal Center Location	10	50# bucket	\$ <u>130.00</u>	\$ <u>1300⁰⁰</u>
Delivery Time				Number of Days	
4	Normal Delivery – Utility Location			Two (2) Days	
5	Emergency Delivery – Utility Location			Four (4) Hours	
6	Normal Delivery -- Animal Center Location			Two (2) Days	

This Proposal Page does not cover all items requested under this proposal. Contractor is expected to provide pricing for remaining items in this RFP in his submittal via catalog discount or other means identified in the proposal.



Term of this contract is three (3) years, with an option to renew for three (3) additional one (1) year terms pending mutual agreement. The term shall not be for longer than six (6) years. Renewals shall be automatic and annual unless a price increase is requested; price increases shall ONLY be considered upon renewal notice dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved.

This document must be completed and returned with your Submittal



Marion County
Board of County Commissioners

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451



Marion
County
FLORIDA

August 29, 2013

13P-184 Bulk Chlorine (Varying Types)

Thank you for the time and attention in submitting your proposal for this project. The Selection Committee has evaluated and scored all the responses, and the recommendation of the Utilities Director is to recommend the top-ranked firm, Odyssey Manufacturing Co. Contracts will be presented to the Board of County Commissioners for approval at the September 17, 2013 meeting. The tabulation, score sheets, submittals, and other information relating to this solicitation is now available upon request from Procurement Services.

Firm Name	Score	Rank
Odyssey Manufacturing Co.	615	1
Davis Supply Inc.	475	2
Aquasol Commercial Chemicals Inc	335	3

Please be advised the Prohibition of Lobbying Clause is still in effect: "Until such time that the County Commissioners approve an award of this project, there is a prohibition on communication by Offerors (or anyone on their behalf) with any staff from the Marion County Board of County Commissioners elected officials, excluding the Marion County Purchasing Department. This does not apply to Pre-Proposal conferences, oral presentations before the selection committee, contract negotiations, or communications with County staff or elected officials, of matters not concerning this Solicitation. Any violation of this provision by any Offeror may render their submittal to be deemed non-responsive, and any award to Offeror voidable."

Any questions regarding this solicitation must be directed to the Marion County Procurement Services Department.

Sincerely,



Carrie Lyn Hyde
Procurement and Contract Analyst

"Meeting Needs by Exceeding Expectations"

www.marioncountycor.com

**RFP SUBMITTAL RESPONDENTS LIST for:
Bulk Chlorine (Various Types)
RFP# 13P-184**

DATE & TIME DUE: August 8, 2013 at 3:00PM		Location: Marion County Procurement Services Department			
FIRM/VENDOR RESPONDENTS	ADDRESS	TELEPHONE NUMBER	FAX NUMBER	E-MAIL	CONTACT NAME
Davis Supply, Inc.	2300 NE 8th Rd, Ocala, FL 34470	(800) 749-5947	(239) 931-6703	jdavis@dschemicals.com	James H. Davis
Allied Universal Corp.	3901 NW 115 Ave, Miami, FL 33178	(305) 888-2623	(305) 463-8369	cathieg@allieduniversal.com	Catherine Guillarmod
Aquasol Commercial, Inc	1707 Townhurst Dr, Houston, TX 77043	(800) 858-7665	(832) 436-4712	pshaw@aquasol.com	Alan Falk
Odyssey Manufacturing Co.	1484 Massaro Boulevard, Tampa, Florida 33619	(813) 635-0339	(813) 630-2569	palliman@odysseymanufacturing.com	Patrick H. Allman

There is no other information available on this project until the Selection Committee meets.

Procurement Services Department Representative: Carrie Hyde



TOWN COMMISSION MEETING

October 10, 2023 at 6:30 PM

Item 8.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, FLEET SURPLUS ITEMS
SUBJECT:	Town Commission will consider surplus items to be sold.
STAFF ANALYSIS:	Staff has two trucks and a mower that no longer run or operate correctly. We have spent money having these repaired though out the year. With the purchase of replacements, staff does not believe it to be necessary to invest further in these items. Selling these items will limit the repair and maintenance cost in the new budget. These items are currently out of service since they are too costly to repair.
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Item descriptions

Unit #405 Ford Ranger (utilities department)



Unit #405

Year: 2003

Make: Ford

Model: Ranger

Mileage: 122,835

Vin # - 1FTYRF10D33PA94100

Estimated Value: (KELLY BLUE BOOK \$2532.00) AND (GOV DEAL \$1500.00 - \$2000.00)

Comments/ condition of unit – this truck is a fair truck the motor runs decent, but the transmission needs rebuilt due to it missing some gear functions and slipping (per dealer only moves in 2nd forward and couldn't find park). Staff has considered the repairs but the amount to repair exceeded the amount of the value of the truck and we are recommending auctioning the truck for surplus.

Unit #407 Ford F-150 (Streets department)



Unit #407

Year: 2005

Make: Ford

Model: F-150 2x4

Mileage: 130,648

Vin # - 1FRF12257NA96066

Estimated Value: (KELLY BLUE BOOK \$3087.00) AND (GOV DEAL \$1500.00 - \$2000.00)

Comments/ condition of unit – this truck is a fair truck the motor runs decent does have oil leaks and needs a starter and flywheel replaced, the amount for the repairs exceeded the truck value so staff is recommending that we surplus this truck.

Unit # M-2 hustler mower (streets department)



Unit# - M-2

Year – 2015

Make – Hustler

Model – Super Z

Vin/serial # 1512b105

Estimated value: \$1500.00

Comments/ condition: Poor condition this mower has bad tires and a blown engine to replace the motor it will cost \$4000.00 from daves power equipment. This mower also needs tires and a spindle this is a mower that was replaced in the 2023 budget and staff is recommending that we auction this off as surplus.



TOWN COMMISSION MEETING

October 10, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, NAME CHANGE FOR THE TOWN OF DUNDEE
- SUBJECT:** Open discussion about changing the name of Dundee from Town to City
- STAFF ANALYSIS:** Per the request of the mayor, staff wanted to have an open dialog pertaining to changing the name of Dundee to “City” instead of “Town”. If the commission is interested in changing the name, we will need to draft an Ordinance that will need to be advertised for a second reading as well as have an election item for the residents to cast a vote to approve the changing of the name.
- FISCAL IMPACT:** \$3500.00 for the Election
- STAFF RECOMMENDATION:** At the will of the Commission
- ATTACHMENTS:** COD Flyer

City of Dundee





TOWN COMMISSION MEETING

October 10, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, NOVEMBER & DECEMBER 2023 MEETING DATES
SUBJECT:	The Town Commission will consider an amended meeting calendar for the months of November and December 2023.
STAFF ANALYSIS:	<p>In previous years, there has traditionally only been one meeting in November and one in December due to the holidays. Our current schedule for November is November 14th and 28th. The December schedule is December 12th and 26th. December 26th is a staff holiday so if there is a desire to keep the second meeting, an alternate date will need to be chosen.</p> <p>Presented for the Commission’s consideration is the following amended schedule:</p> <ol style="list-style-type: none">1. November 14, 20232. December 12, 2023
FISCAL IMPACT:	None
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	None