



## **TOWN COMMISSION MEETING AGENDA**

**August 26, 2025 at 6:30 PM**

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

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS**

**ROLL CALL**

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 26, 2025**

**A. APPROVAL OF CONSENT AGENDA**

**B. MINUTES**

- 1. July 8, 2025, Town Commission Meeting**
- 2. July 15, 2025, Town Commission Special Meeting**
- 3. July 22, 2025, Town Commission Meeting**
- 4. August 8, 2025, Town Commission Special Meeting**
- 5. May 15, 2025, Approved Planning and Zoning Board**

## **C. AGREEMENTS**

### **1. MID-FLORIDA DIESEL PREVENTATIVE MAINTENANCE SERVICE AGREEMENT**

#### **APPROVAL OF AGENDA**

#### **PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS**

##### **1. CPA PRESENTATION - RG&Co**

#### **NEW BUSINESS**

##### **2. DISCUSSION & ACTION, TERMINATION OF INTERLOCAL AGREEMENT**

##### **3. DISCUSSION & ACTION, SURGE PROTECTORS FOR RALEY'S GROVE LIFT STATION**

##### **4. DISCUSSION & ACTION, SPLASH PAD CHANGE ORDER**

##### **5. DISCUSSION & ACTION, TREE BOARD COVERED ARCH BENCH PURCHASE**

#### **REPORTS FROM OFFICERS**

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Department Updates

Town Manager

Commissioners

Mayor

#### **ADJOURNMENT**

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

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*meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.*



# TOWN COMMISSION MEETING

August 26, 2025, at 6:30 PM

**AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda

**SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.

**STAFF ANALYSIS:** The consent agenda for the meeting of August 26, 2025, contains the following:

A. MINUTES

1. July 8, 2025, Town Commission Meeting
2. July 15, 2025, Town Commission Special Meeting
3. July 22, 2025, Town Commission Meeting
4. August 8, 2025, Town Commission Special Meeting
5. May 15, 2025, Approved Planning and Zoning Board

A. AGREEMENTS

1. Mid-Florida Diesel Preventative Maintenance Service Agreement

**STAFF RECOMMENDATION:** Staff recommends approval

**ATTACHMENTS:** July 08, 2025, Town Commission Meeting Minutes  
 July 15, 2025, Town Commission Special Meeting Minutes  
 July 22, 2025, Town Commission Meeting Minutes  
 August 08, 2025, Town Commission Special Meeting Minutes  
 May 15, 2025, Approved Planning and Zoning Board Meeting Minutes





## **TOWN COMMISSION MEETING MINUTES**

**July 08, 2025, at 6:30 PM**

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

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER** at 6:30 p.m.

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Mayor Pennant

**RECOGNITION OF SERGEANT AT ARMS** – Det. Aguirre

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

**ROLL CALL** taken by Town Clerk Erica Anderson

### **PRESENT**

Commissioner Wilson

Commissioner Goddard

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

### **DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Mayor Pennant opened the floor for delegations.

Jill Kitto – suggested public comments be placed at the end of the meeting.

Mr. Sapp – Stated that Frederick and 8<sup>th</sup> St., along with 8<sup>th</sup> St. and Ridgewood, need a four-way stop. He further requested the town to look into recognizing our first responders.

Alethe Pugh – presented hurricane essentials for staff and residents.

### **LETTER OF CIVILITY - Presented**

### **APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR JULY 8<sup>TH</sup>, 2025**

The minutes being reviewed include minutes from the following meetings:

TC Regular Meeting, July 8, 2025, at 6:30 p.m.

**Item A. Approval of the Consent Agenda****Item B. MINUTES**

## 1. June 10, 2025, Town Commission Meeting Minutes

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

Vice Mayor Quarles moved to approve the minutes from the June 10, 2025, meeting on the consent agenda, seconded by Commissioner Goddard.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

**Item C. BOARD APPOINTMENTS AND RESIGNATIONS**

1. Tree Board Resignation – Patricia Joubert
2. Tree Board Application – Edwin Manucy Jr.
3. Tree Board Application – Rhonda Sara

Commissioner Richardson moved to approve the resignation of Patricia Joubert, seconded by Commissioner Goddard.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

Commissioner Richardson moved to approve the Tree Board Applications for Edwin Manucy Jr. and Rhonda Sara, seconded by Commissioner Goddard.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

**APPROVAL OF AGENDA**

Mayor Pennant opened the floor for public comment: being none, the floor was closed.

A motion to approve the agenda was made by Commissioner Richardson, seconded by Vice Mayor Quarels.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

**NEW BUSINESS****1. DISCUSSION & ACTION, RFP 25-03 COMMERCIAL SOLID WASTE COLLECTION AND SERVICES**

Interim Town Manager Carbone read the analysis into the record.

Town staff is requesting approval of temporary road closures for upcoming events. Early approval will streamline planning by eliminating the need to bring individual requests to multiple future meetings. It will also allow staff to

complete required FDOT permits—specifically for the closure of eastbound turn lanes on U.S. Hwy. 27 and Dundee. Once approved, the Sheriff’s Office and Dundee Fire Department will be advised of all temporary closings.

Mayor Pennant opened the floor for public comment: being none, the floor was closed.

Commissioner Richardson inquired about the schedule.

Vice Mayor Quarles moved to approve the 2025 Events Temporary Road Closures, meeting on the consent agenda, seconded by Commissioner Goddard.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **2. DISCUSSION & ACTION, PRELIMINARY RESOLUTION 25-22, STORMWATER MANAGEMENT FEE**

Attorney Claytor read the title into the record.

Interim Town Manager Carbone read the analysis into the record.

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

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

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

Mayor Pennant opened the floor for public comments, seeing none, the floor was closed.

A motion to approve Resolution 25-23 Fire Assessment Fee was made by Commissioner Wilson and seconded by Commissioner Richardson.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **3. DISCUSSION & ACTION, PRELIMINARY RESOLUTION 25-23, FIRE ASSESSMENT FEE**

Attorney Claytor read the title into the record.

Interim Town Manager Carbone read the analysis into the record.

A Fire Assessment Fee is a charge on real property to cover fire protection services. The fees will be included in the Ad Valorem Tax Roll. The Town has partnered with Susan Schoettle-Gumm, Attorney-at-Law, to levy and TC Regular Meeting, July 8, 2025, at 6:30 p.m.

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

Mayor Pennant opened the floor for public comments. Seeing none, the floor was closed.

A motion to approve Resolution 25-23 Fire Assessment Fee was made by Commissioner Richardson and seconded by Commissioner Wilson

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardson, Vice Mayor Quarles, and Mayor Pennant.

The motion passed unanimously.

#### **4. DISCUSSION & ACTION, SGR TOWN MANAGER UPDATES**

Interim Town Manager Carbone presented to the commission.

During the Town Commission Special Meeting, the commission selected five finalists to advance to the interview phase. Since that time, two of the selected candidates have withdrawn from the process. Strategic Government Resources (SGR) has presented the following options for the Commission's consideration moving forward.

##### **The Current Semifinalists (in alphabetical order) are:**

1. Ken Cassel
2. Tim Day
3. Michael Manning

**Option 1:** Proceed as planned with the 3 remaining finalists

**Option 2:** Select 1 or 2 new finalists from the current pool of semifinalists

**Option 3:** Postpone the July 14<sup>th</sup> and 15<sup>th</sup> Interviews and seek additional candidates

It was the recommendation of SGR that the Town either proceed as planned under Option 1, and/or add one or two additional semifinalists to the pool of finalists.

Mayor Pennant opened the floor for public comments; the following persons spoke in regard to the (3) candidates.  
Marissa Green  
Alethea Pugh

A motion to move forward with Option 1 was made by Mayor Pennant and seconded by Commissioner Goddard.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardson, Vice Mayor Quarles, and Mayor Pennant.

The motion passed unanimously.

#### **REPORTS FROM OFFICERS**

**Polk County Sheriff's Office** – No report

**Dundee Fire Department** – No Report

**Town Attorney** – Informed the commission he would be speaking with staff, Assistant Town Manager and Development Services Director Lorraine Peterson, and Utilities and Special Projects Director Tracy Mercer.

**Department Updates** – Public Works Director John Vice provided solid waste, recycling, and special projects updates. Utilities Director Tracy Mercer provided updates on water allocations, rate study increase review, and wastewater treatment plants to the commission.

**Town Manager** – Interim Town Manager Carbone provided updates to the commission concerning the millage adoption. [commission vote provided below] He stated department updates to the commission will be provided at the second commission meeting of the month moving forward, to streamline processes. He addressed concerns of using the town logo for sponsorships and provided suggestions to the commission along with goals for the commission.

### **Commissioners**

A motion to move the September 9<sup>th</sup>, 2025, Regular Commission Meeting to September 10<sup>th</sup>, 2025, at 6:30 p.m. to not interfere with Polk County's Budget meeting was made by Mayor Pennant and seconded by Commissioner Goddard.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardson, Vice Mayor Quarles, Mayor Pennant

Commissioner Goddard, Commissioner Wilson, Commissioner Richardson, Vice Mayor Quarles, and Mayor Pennant provided closing remarks.

Commissioner Goddard expressed his gratitude for the 4<sup>th</sup> of July celebrations to Interim City Manager and staff.

Commissioner Wilson thanked everyone for coming out and thanked Interim Town Manager for his responsiveness to complaints.

Commissioner Richardson thanked everyone for coming out, “our residents are first”, I’m thankful for everyone involved [4<sup>th</sup> of July celebration] and thanked law enforcement, her fellow commissioners, Chief and staff, along with the new board appointees.

Vice Mayor Quarles praised the 4<sup>th</sup> of July event and thanked everyone who participated and came out for the event and commission meeting.

Mayor Pennant provided closing remarks.

**ADJOURNMENT** at 7:41 p.m.

Respectfully submitted,

**Erica Anderson**

Erica Anderson, Town Clerk

### **APPROVAL DATE:**

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TC Regular Meeting, July 8, 2025, at 6:30 p.m.

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## **TOWN COMMISSION SPECIAL MEETING MINUTES**

**July 15, 2025, at 8:00 AM**

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

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER** at 8:04 a.m.

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Commissioner Wilson

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

**ROLL CALL** taken by Town Clerk Erica Anderson

### **PRESENT**

Commissioner Wilson

Commissioner Goddard

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

### **DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Mayor Pennant opened the floor for delegations, seeing none, the floor was closed.

### **APPROVAL OF AGENDA**

A motion to approve the agenda was made by Commissioner Wilson, seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## 1. DISCUSSION & ACTION, TOWN MANAGER INTERVIEWS

Mr. Thomas with Strategic Government Resources presented the interview process with the Commission and outlined candidate questions.

The Commission interviewed the following candidates for the role of Town Manager.

1. Micheal Manning
2. Ken Cassell

The commission took a short recess and returned at 1:45 pm.

Mayor Pennant opened the floor for public comment.

Ms. Alethea Pugh said the commission did a great job and said she would want to know why the candidates wanted to come to the Town of Dundee.

Mr. Thomas facilitated questions from the commission and next steps in the hiring process.

There was a consensus amongst the commission to select Ken Cassell as Town Manager pending an approved contract and background check and move forward with negotiations.

**ADJOURNMENT** at 2:38 p.m.

Respectfully submitted,

Erica Anderson, Town Clerk

### APPROVAL DATE:

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## TOWN COMMISSION MEETING MINUTES

July 22, 2025, at 6:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

**CALL TO ORDER** at 6:30 p.m.

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION** led by Commissioner Richardson

**RECOGNITION OF SERGEANT AT ARMS** – Sgt. Frese

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

**ROLL CALL** taken by Town Clerk Erica Anderson

### **PRESENT**

Commissioner Wilson

Commissioner Goddard

Commissioner Richardson

Vice-Mayor Quarles

Mayor Pennant

### **DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Commissioner Quarles motioned to move delegations, questions, and comments to the end of the agenda;  
Commissioner Goddard seconded it.

### **PROCLAMATIONS, RECOGNITIONS, AND DESIGNATIONS**

#### **1. A. PROCLAMATIONS**

##### **1. NATIONAL PARKS & RECREATION MONTH**

Commissioner Goddard moved to approve the National Parks and Recreation Proclamation, seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant 5120      5120

The motion passed unanimously.

Accepting the proclamation was Public Works Supervisor Nick Davis

## **2. FLORIDA WATER PROFESSIONALS' MONTH**

Commissioner Goddard moved to approve the Florida Water Professionals' Month Proclamation, seconded by Vice Mayor Quarles.

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

Accepting the proclamation was Utilities Director Tracy Mercer

## **APPROVAL OF AGENDA**

A motion to approve the agenda with the changes below was made by Commissioner Goddard, seconded by Commissioner Richardson.

1. There were (2) proclamations added
2. Item 3. Purchase of garbage carts was added

Voting in favor: Commissioner Goddard, Commissioner Richardsson, Commissioner Wilson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

## **NEW BUSINESS**

### **3. DISCUSSION & ACTION, RESOLUTION 25-23, PROPOSED MILLAGE RATE FY 2025-2026**

Assistant Attorney Claytor read the title into the record.

Interim Town Manager Carbone read the analysis into the record.

Florida Statutes require the Town to compute a proposed millage rate necessary to fund the proposed budget. The Town must advise the Property Appraiser of its proposed millage rate, rolled-back rate, and the date, time, and place for a public hearing. The Property Appraiser utilizes this information in preparing the notices of proposed property taxes, which are mailed to property owners.

The proposed FY 2025-2026 budget millage rate is 9.8679, which sets the "ceiling" or maximum millage rate and funds the budget with ad valorem taxes. This will provide the Commission the opportunity, if needed, to raise the millage rate from the FY 2025 – 2026 millage rate to provide additional monies for any increases deemed necessary by the Commission. If approved by the Town Commission, the millage rate could be lowered but not increased above 9.8679 without the expense of re-advertising to all property owners.

Mayor Pennant opened the floor for public comment. The following persons spoke against and or questioned the proposed rate increase and expressed their concerns. Ray Hunt, Michelle Thompson, Alethea Pugh, Sharon Doltz, Mr. Jaramillo, Michelle Smith, Jill Kitto, John Voski, and Jan Nelson.

Commissioner Wilson moved to approve Resolution 25-23, seconded by Commissioner Richardson.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

#### **4. DISCUSSION & ACTION, PURCHASE OF GARBAGE CARTS**

Public Works Director, John Vice, presented this item.

Due to the increase in the number of new homes being constructed within Town limits. The Sanitation Department is requesting the purchase of 144 new garbage carts from Cascade Cart Solutions to restock the inventory. These totes will only be set out when the new homes are fully constructed and the new owners have set up a utility account with the Town. Three quotes have been obtained, and the quote from Cascade Cart Solutions is the lowest quote

Mayor Pennant opened the floor for delegations, seeing none, the floor was closed.

A motion to approve the purchase of garbage carts for a price not to exceed \$10,278.00 was made by Commissioner Goddard and seconded by Vice Mayor Quarles

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardsson, Vice Mayor Quarles, Mayor Pennant

The motion passed unanimously.

#### **DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Michelle Thompson asked about the Downtown Dundee Memorial and voiced her concerns with the commission's vote.

Scott Kaplan spoke about 119 Polk Ave being derelict and needing to be torn down.

Alethea Pugh inquired if the town intends to sponsor its own summer camp.

#### **REPORTS FROM OFFICERS**

**Polk County Sheriff's Office** – Sgt. Frese presented the following report:

- Deputies responded to 249 calls
- 227 traffic stops
- 38 citations
- 1,722 Community contacts
- 65 offense reports

**Dundee Fire Department** – Interim Town Manager Carbone presented the following report:

- For June 2025, 72 calls for service, 683 for the year
- 3 fires
- 1 special event
- 2 false alarms
- 16 good intentions
- 3 public assists
- 2 hazardous conditions

- 45 rescue calls

**Town Attorney** – Provided updates on the adoption of Senate Bill 180. He went on to provide updates on contract negotiations with Mr. Cassell.

**Department Updates** – None

**Town Manager** – Interim Town Manager Carbone stated the Back 2 School Bash is Saturday morning from 9 am-12 pm at the Town of Dundee Fire Department. He went on to propose the following dates for Budget Workshops with the commission.

Tuesday, August 12, from 4-6 pm

Tuesday, August 26, from 4-6 pm

Thursday, August 28, from 2-6 pm

**Commissioners**

Commissioner Richardson thanked law enforcement and staff, and welcomed the new Finance Director, Shaina Uddin.

Commissioner Goddard thanked everyone in attendance.

Commissioner Wilson thanked everyone for being in attendance and apologized for any disappointment from the community concerning the commission's vote and encouraged everyone to attend the budget workshops.

Vice Mayor Quarles thanked everyone for attending the meeting.

Mayor Pennant provided closing remarks and encouraged community participation in the upcoming budget process.

**ADJOURNMENT** at 8:25 p.m.

Respectfully submitted,

**Erica Anderson**

Erica Anderson, Town Clerk

**APPROVAL DATE:**

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## **TOWN COMMISSION SPECIAL MEETING MINUTES**

**August 8, 2025, at 10:00 AM**

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

**Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)**

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**CALL TO ORDER** at 10:00 a.m.

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

**INVOCATION**

**RECOGNITION OF SERGEANT AT ARMS**

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

**ROLL CALL** taken by Administrative Assistant Melissa Glogowski

**PRESENT**

Vice-Mayor Quarles

Mayor Pennant

Commissioner Richardson

Commissioner Wilson

Commissioner Goddard

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Mayor Pennant opened the floor for delegations, seeing none, the floor was closed.

**NEW BUSINESS**

### **1. DISCUSSION & ACTION, NEW TOWN MANAGER CONTRACT REVIEW AND APPROVAL**

The Town Commission will review the Town Manager Terms of Agreement Sheet. Mr. Doug Thomas from SGR (Strategic Government Resources) presented the following contract proposals on behalf of Mr. Ken Cassell. Town

Attorney Claytor examined the employment agreement with the Commission and outlined the following provisions:

- Key Man Policy – \$100 per month for term life insurance amounting to \$430,000.00, with the Town of Dundee designated as the beneficiary.
- Insurance Stipend Section 10(d) – A stipend for health insurance not exceeding the amount given to a regular employee.
- Housing Update – Mr. Thomas reported that Mr. Cassell has closed on a home in Clermont, FL.
- Car Allowance – A monthly allowance of \$400.00.
- Severance Pay – Adjusted to 20 weeks, in accordance with Florida law.
- Termination and Suspension – Discussed in detail with the Commission.
- Contract Amendments:
  - Residency requirements will not apply. The employee must notify the commission within 90 days of any intended move, including details about proximity.
  - Section 13 – The contract will include an 18-month review.
  - Section 15(b) – The Florida League of Cities (FLC) is added for cost reimbursement.
  - Section 15 – The Town will cover costs for professional dues, IIMC, travel, FLC conference, training, other conferences, and city device provisions.
- Changes to Governance – Options discussed should the form of government change in the future.

The agreement will commence from today's date, subject to commission approval. Mr. Cassell must give 45 days' notice and will update the town on the effective date.

A discussion among the commission addressed relocation and its distance from the town boundary. It was agreed that the contract should be amended to state that upon notification of relocation, there will be an opportunity to renegotiate this provision to maintain proximity to the Town of Dundee.

Mr. Thomas reminded the commission of the option to hold a half-day retreat with the new town manager.

Commissioner Richardson inquired about COLA (Cost of Living Adjustment) for the commission. Town Attorney Claytor said he would bring information regarding COLA for the next meeting.

A motion to approve the Town Manager Contract with modifications and contingent on a satisfactory reference from current employers was made by Vice Mayor Quarles, seconded by Commissioner Goddard.

Voting in favor: Commissioner Wilson, Commissioner Goddard, Commissioner Richardson, Vice Mayor Quarles, Mayor Pennant.

The motion was approved unanimously.

Commissioner Richardson asked about the ability to meet salary requirements. It was confirmed that the town can accommodate this.

**ADJOURNMENT** at 11:49 a.m.

Respectfully submitted,

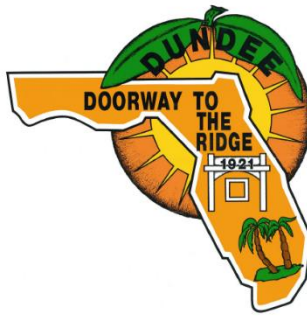
**Erica Anderson**

**APPROVAL DATE:** \_\_\_\_\_

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## PLANNING AND ZONING BOARD MEETING MINUTES

May 15, 2025, at 5:30 PM

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

Phone: 863-438-8330 | [www.TownofDundee.com](http://www.TownofDundee.com)

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**CALL TO ORDER** by David Joubert at 5:41 P.M.

**PLEDGE OF ALLEGIANCE** led by David Joubert

**ROLL CALL** given by Town Clerk Erica Anderson

**PRESENT**

David Joubert

Julia Hunt

Michelle Thompson

**ABSENT**

Jeff Gunter

Drexcel Robinson

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**

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

Board member Joubert opened the floor for public comments. The following persons addressed the board.

Alethea Pugh inquired about the number of absences by Mr. Robinson

**APPROVAL OF MINUTES**

N/A

**PUBLIC HEARINGS**

1. **BOARD REORGANIZATION** [This item was pulled from the agenda and moved to a future meeting]

Assistant Town Attorney Claytor recommended the board make a motion to appoint an interim Vice Chair to preside over the meeting until a full quorum is in attendance.

Board member Joubert moved to appoint himself as Interim Vice Chair, seconded by Board member Hunt.

Voting in favor: Board member Joubert, Board member Hunt, and Board Member Thompson

The motion passed unanimously.

**Board member Joubert moved to continue agenda Item #1. To the next regularly scheduled board meeting, seconded by Board Member Thompson**

Voting in favor: Board member Joubert, Board member Hunt, and Board Member Thompson

The motion passed unanimously.

## **2. PUBLIC HEARING, RIGHT-OF-WAY VACATION FOR A PORTION OF CAMP ENDEAVOR BLVD. AND AN UNNAMED ROAD**

Development Services Director Peterson gave the presentation.

The Planning and Zoning Board will consider recommending approval of Camp Endeavor Blvd. and an Unnamed Road Rights-of-Way Vacation.

This is a town-initiated request for approval of a right-of-way vacation of a portion of Camp Endeavor Blvd. and an Unnamed Road

Vice Chair Joubert opened the floor for public comments. The following persons addressed the board.

Alethea Pugh inquired about the incomplete application by Cassidy and asked how the public would benefit from the ROW vacation.

Board member Joubert moved to recommend approval of the Right-of-Way Vacation to the commission, with additional information to be added, the motion was seconded by Board member Hunt.

Voting in favor: Board member Joubert, Board member Hunt, and Board Member Thompson

The motion passed unanimously.

## **3. DISCUSSION ITEM, WEIBERG WEST PHASE 1 RIGHT-OF-WAY VACATION (QUIT CLAIM CONVEYANCE)**

Development Services Director Peterson gave the presentation.

The Planning and Zoning Board will discuss the Weiberg West Phase ROW Vacation.

A request by Cassidy Land Development, LLC to vacate the existing platted ROW to replat for future development. The subject property is located east of Center Street, southside of Weiberg Road, west of 8th Street North, north of Ridgewood Avenue, and consists of 60 +/- acres.

Board member Joubert moved to recommend approval of the Weiberg West Right-of-Way Vacation to the commission; the motion was seconded by Board member Thompson.

Voting in favor: Board member Joubert, Board member Hunt, and Board Member Thompson

The motion passed unanimously.

## **REPORTS FROM OFFICERS**

### **Planning Department Comments**

Development Services Director Peterson welcomed the new board members.

### **Town Attorney Comments**

### **Board Member Comments**

### **Chairperson Comments**

## **ADJOURNMENT at 6:18 PM**

Respectfully submitted,

**Erica Anderson**

Erica Anderson, Town Clerk

## **APPROVAL DATE:**

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

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

# MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST  
BARTOW, FL. 33830  
(863) 519-0107  
WWW.MIDFLORIDADIESEL.COM

## PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

August 14, 2025

Town Of Dundee  
Attn: Johnathon Vice

This Preventative Maintenance Agreement is entered into by Mid Florida Diesel Services and Town Of Dundee. This Preventative Maintenance Agreement is for the purpose of inspecting, testing, and maintaining the emergency generator equipment and supporting accessories listed in the agreement.

Any additional inspections, adjustments or normal repair services will be invoiced at **\$145.00 / \$217.50** per hour straight time and overtime. All rates are port-to-port. **Mileage-No Charge**. All services will be performed during Mid Florida Diesel Services normal working hours; **8:00am – 5:00pm, Monday – Friday**, unless otherwise specified in this agreement. Mid Florida Diesel provides reliable service, 24 hours a day, 7 days a week and 365 days a year for our valued customer.

### Proposed Service Rate(s) for Preventative Maintenance Services – TAXES NOT INCLUDED

\*\*\*Please See Attached\*\*\*

\*\*\*Note: Pricing for Fuel Tank Inspection is based on completion at the time of L1 or L2 Services.

Mid Florida Diesel Services will not accept direct, indirect, or consequential damages caused by abuse, accidental or intentional damage to the equipment described above caused by acts of theft, acts of a third party, acts of nature, normal wear and tear, and alterations to the equipment or overloads.

The term of this agreement shall be for one (1) year, commencing on the date of signature by the authorized representative thereby giving acceptance to the conditions set herein and shall be renewed for an additional one (1) year, without further action by the parties, but may be terminated at the end of any year by either party hereto, by with not less than sixty (60) days written notice.

Authorized Representative

Town Of Dundee Representative

K. Suzanne McCoy  
Date: August 14, 2025

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

| TOWN OF DUNDEE                          |            |            |             |               |              |                  |
|---|------------|------------|-------------|---------------|--------------|------------------|
| PM SERVICE AGREEMENT 2025-2026          |            |            |             |               |              |                  |
|   | LEVEL I    | LEVEL II   | FUEL TANK I | TANK CAPACITY | 4HR LB       | DEPARTMENT       |
| 150KW GENERAC 3002361870 FIRE           | \$250.00   | \$700.00   |             | NOT DISPLAYED | \$1,160.00 X | Fire Dept.       |
| 350KW BLUE STAR 122995-1-1 WALDEN VISTA | \$250.00   | \$1,200.00 | \$145.00    | 710           | \$1,160.00 X | Public Utilities |
| 100KW BLUE STAR 120149-1-1 SOL VISTA    | \$250.00   | \$650.00   |             | 250           | \$1,160.00 X | Public Utilities |
| 30KW BLUE STAR 121519-1-1 HILLTOP       | \$250.00   | \$500.00   |             | 140           | \$1,160.00 X | Public Utilities |
| 600KW CAT 9EP03701 WWTP                 | \$250.00   | \$1,500.00 | \$145.00    | 2250          | \$1,160.00 X | Public Utilities |
| 600KW CAT EKW00866 HICKORY              | \$250.00   | \$1,500.00 | \$145.00    | 1500          | \$1,160.00 X | Public Utilities |
| 230KW GENERAC 2084042 RINER PLANT       | \$250.00   | \$750.00   | \$145.00    | 500           | \$1,160.00 X | Public Utilities |
| 200KW OLYMPIAN NNS02565 RILEY'S GROVE   | \$250.00   | \$700.00   | \$145.00    | 1000          | \$1,160.00 X | Public Utilities |
| 80KW BLUE STAR 122995-1-1 CRYSTAL LAKE  | \$250.00   | \$650.00   |             | NOT SURE      | \$1,160.00 X | Public Utilities |
| 150KW GENERAC 3002349593 TOWN HALL      | \$250.00   | \$650.00   |             | NOT DISPLAYED | \$1,160.00 X | Public Works     |
|   | \$1,750.00 | \$7,450.00 | \$580.00    |               | \$9,280.00   |                  |
|   |            |            |             |               |              |                  |
|   |            |            |             |               |              |                  |
|   |            |            |             |               |              |                  |
| BOTH PORTABLES 650.00 EACH              |            |            |             |               |              |                  |



Town of Dundee, Florida

Audit Engagement  
and Client Service Plan

September 30, 2024 and 2025



RIVERO, GORDIMER & COMPANY, P.A.

Member  
American Institute of Certified Public Accountants  
Florida Institute of Certified Public Accountants

Item 1.

Herman V. Lazzara  
Sam A. Lazzara  
Kevin R. Bass  
Jonathan E. Stein  
Stephen G. Douglas  
Marc D. Sasser, of Counsel  
Cesar J. Rivero, in Memoriam (1942-2017)

Michael E. Helton  
James K. O'Connor  
David M. Bohnsack  
Julie A. Davis  
Karl N. Swan

August 26, 2025

Rivero, Gordimer & Company, P.A. is pleased to be of service to the Town of Dundee, Florida (the "Town") and we look forward to working with you during the 2024 and 2025 audit engagement.

We have prepared the enclosed Audit Engagement and Client Service Plan to illustrate to you our anticipated staffing, areas of focus, and tentative timing of the services we will perform.

Rivero, Gordimer & Company, P.A. will be responsive to the needs of the Commission and the Town. We are hopeful that this summary will be useful in initiating an open dialogue with the Commission members that will facilitate a relationship of value-added service.

Very truly yours,

**RIVERO, GORDIMER & COMPANY, P.A.**

## TABLE OF CONTENTS

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## ORGANIZATIONAL CHART

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### **Honorable Mayor and Town Commissioners Town of Dundee, Florida**

ACCOUNT ADMINISTRATOR  
Julie A. Davis, CPA

ENGAGEMENT MANAGER  
Patrick Goodwin, CPA

ENGAGEMENT QUALITY  
CONTROL REVIEWER  
Stephen G. Douglas, CPA

IN-CHARGE AUDITOR  
STAFF AUDITORS

## ENGAGEMENT STAFFING

---

Rivero, Gordimer & Company, P.A. is committed to maintaining the staffing necessary to ensure the audit of the Town of Dundee, Florida are performed within the specific timetable. Our staff will consist of an account administrator, an audit senior/staff and technical and compliance consultants.

A brief description of each position follows:

### Account Administrator – Julie A. Davis, CPA

Rivero, Gordimer & Company, P.A.'s firm policy dictates that each engagement be conducted under the direction and control of a shareholder in the firm. This shareholder assumes overall responsibility for a project and participates to the degree necessary for successful completion. They monitor the technical and administrative aspects of the engagement to ensure adequate resources are provided and used properly, and reviews overall planning. The account administrator will participate in the detail audit examination, as required, and review and approve all project documentation and deliverables to ensure quality and adherence to professional standards.

### Engagement Manager – Patrick Goodwin, CPA

The engagement manager will assume overall responsibility for the conduct of the project. The engagement manager is responsible for performing major audit work steps and providing direction for the senior auditor and staff auditor. The engagement manager maintains frequent ongoing contact with the Town's management and is available when needed.

### Engagement In Charge – Lauren O'Reilly & Staff Auditors

In-Charge and Staff auditors will be assigned to perform detailed audit tasks with the assistance of the engagement supervisor.

### Audit Consultant/Quality Reviewer –Stephen G. Douglas, CPA

An audit consultant/quality reviewer will be assigned to the engagement, as needed, to provide technical support to the audit team. Additionally, the audit consultant/quality reviewer has knowledge in the areas of federal and state regulations applicable to federal and state grants and contracts. The audit consultant/quality reviewer provides specialized support to the audit team to ensure quality service.

# AUDIT PLANNING

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## Our Responsibilities under U.S. Generally Accepted Auditing Standards, Government Auditing Standards and Uniform Guidance

Our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the Town's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.

### Primary Focus Areas

Rivero, Gordimer & Company, P.A. plans to take a risk-based approach to the audit and will focus our attention to significant audit areas. Our procedures will be directed primarily to higher risk accounts with secondary analysis of other accounts to enable us to issue our audit report.

As part of our preliminary audit planning procedures, we have determined the primary areas of focus as follows:

- Internal controls
- Cash and investments
- Grant receivables / revenue
- Accounts receivable / revenue
- Capital assets
- Long-term notes payable
- Payables and accrued expenses
- Other post employment benefit plan and disclosures
- Net position classifications / restrictions
- Right of use and lease liabilities

## AUDIT PLANNING

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In addition, we have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of internal controls
- Improper revenue recognition

### Tentative Time Plan – September 30, 2024

A tentative schedule of key dates is shown below. These dates would change according to the closing of the Town's books and coordination of the management and committee members' schedules.

- Preliminary planning – November 2024
- Field work expected to begin late September or early October 2025
- Report to Town Commission - December 2025

## AUDIT PLANNING

### Fees

| Financial Audit               | 2024             | 2025             | 2026             |
|-------------------------------|------------------|------------------|------------------|
| Audit of Financial Statements | \$ 38,000        | \$ 38,000        | \$ 40,000        |
| Examination Engagement        | 2,500            | 2,500            | 2,500            |
| Total recurring fee           | <u>\$ 40,500</u> | <u>\$ 40,500</u> | <u>\$ 42,500</u> |
| Single Audit (as applicable)  | <u>\$ 5,000</u>  | <u>\$ 5,000</u>  | <u>\$ 5,000</u>  |

### Independence, Conflicts of Interest and Confidentiality

Rivero, Gordimer & Company, P.A. is an independent CPA firm with respect to the Town, as we have not performed any operational, performance audits or other conflicting services for the Town.

The audit documentation for this engagement is the property of Rivero, Gordimer & Company, P.A. and constitutes confidential information.

### Continuing Professional Education

Rivero, Gordimer & Company, P.A. auditors comply with *Government Audit Standards* related to continuing professional education (CPE). These standards require each auditor to complete at least 24 hours of CPE every 2 years that directly relates to governmental/nonprofit auditing. Additionally, any auditor involved in planning, directing or reporting on these types of engagements must also obtain an additional 56 hours of CPE (for a total of 80 hours of CPE in every 2-year period) that enhances the auditors' professional proficiency to perform audits.

As a member of the AICPA Employee Benefit Audit Quality Center, we are required to have additional employee benefit plan specific continuing education hours every three years. RGCO ensures all auditors meet the minimum hours required each year to maintain compliance above and beyond the minimum required.

Additionally, Rivero, Gordimer & Company, P.A. professionals meet all state licensing requirements for CPE (80 hours of CPE in every 2-year period).

# PEER REVIEW REPORT

A peer review of Rivero, Gordimer & Company, P.A. was performed in February 2024 and the firm received a **"PASS"** rating (the highest rating). This review included a review of specific not-for-profit engagements.



**LaPlant &  
Rainey CPA, PA**  
Certified Public Accountants

201 E. Kennedy Boulevard, Suite 715  
Tampa, FL 33602-6628  
(813) 228-2090 Fax (813) 228-7104  
[www.laplantrainey.com](http://www.laplantrainey.com)

## Report on the Firm's System of Quality Control

February 9, 2024

To the shareholders of Rivero, Gordimer & Company, P.A.  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Rivero, Gordimer & Company, P.A. (the firm) in effect for the year ended September 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

# PEER REVIEW REPORT

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## Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rivero, Gordimer & Company, P.A. in effect for the year ended September 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiencies*, or *fail*. Rivero, Gordimer & Company, P.A. has received a peer review rating of *pass*.

*Isabel A. Remy, CPA, PA.*



# TOWN COMMISSION MEETING

August 26, 2025, at 6:30 PM

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|                              |   |
|------------------------------|---|
| <b>AGENDA ITEM TITLE:</b>    | <b>DISCUSSION &amp; ACTION, TERMINATION OF INTERLOCAL AGREEMENT</b>   |
| <b>SUBJECT:</b>              | Termination of Interlocal Agreement for Collection of Polk County Impact Fees   |
| <b>STAFF ANALYSIS:</b>       | In accordance with Section 8 of the Interlocal Agreement between Polk County and the Town of Dundee, Polk County hereby exercises its right to terminate said Agreement, effective October 1, 2025. The termination is undertaken in accordance with Section 163.31850(5)(j)1, Florida Statutes, so that a new interlocal agreement shall amend and replace the current Agreement and be entered into by both parties on or before October 1, 2025, in full compliance with Florida Statutes. |
| <b>STAFF CONTACT:</b>        | Assistant Town Manager and Development Services Director, Lorraine Peterson   |
| <b>FISCAL IMPACT:</b>        | To be discussed   |
| <b>STAFF RECOMMENDATION:</b> | Staff recommends approval   |
| <b>ATTACHMENTS:</b>          | Letter from the Polk County Office of Planning & Development<br>Interlocal Agreement  |

330 West Church Street  
PO Box 9005 • Drawer GM01  
Bartow, Florida 33831-9005



PHONE: 863-534-6467  
FAX: 863-534-6543  
[www.polk-county.net](http://www.polk-county.net)

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**OFFICE OF PLANNING AND DEVELOPMENT**

July 25, 2025

TOWN OF DUNDEE  
Attn: Joseph Carbone, Interim Town Manager  
202 East Main Street  
Dundee, FL 33838

RE: Termination of Interlocal Agreement for Collection of Polk County Impact Fees (the "Agreement")

Dear Joseph Carbone:

In accordance with Section 8 of the above-referenced Agreement, this letter shall serve as notice to the Town of Dundee that Polk County is hereby exercising its right to terminate the Agreement, effective October 1, 2025. Said termination is undertaken in accordance with Section 163.3180(5)(j)1, Florida Statutes, so that a new interlocal agreement, which shall amend and replace the current Agreement, may be entered into by the parties on or before October 1, 2025, in full compliance with Florida Statutes.

If you have any questions, please feel free to contact me or Adrian Marquez.

Sincerely,

Benjamin Dunn  
Director, Office of Planning & Development

cc: Adrian Marquez, Fiscal Manager, Office of Planning & Development

cc: Sandra Howard, Deputy County Attorney

**INTERLOCAL AGREEMENT FOR COLLECTION OF  
POLK COUNTY IMPACT FEES**

**between**

**TOWN OF DUNDEE, FLORIDA**

**and**

**POLK COUNTY, FLORIDA**

This Interlocal Agreement (“Agreement”) is entered into as of the Effective Date (as defined in Section 13, below), by and between the Town of Dundee, a municipal corporation in the State of Florida (the “TOWN”), and Polk County, a political subdivision of the State of Florida (the “COUNTY”), their respective successors and assigns.

**W I T N E S S E T H**

**WHEREAS**, the COUNTY first imposed Impact Fees in 1989 to require new growth contribute its fair share of the costs of providing capital additions and improvements to certain county systems and infrastructure; and

**WHEREAS**, the COUNTY has subsequently consolidated, amended and restated its impact fee ordinance by adopting Ordinance No. 24-062 (as may be further amended from time to time, the “Polk County Impact Fee Ordinance”); and

**WHEREAS**, pursuant to Section 2.01.C. of the Polk County Impact Fee Ordinance, if Capital Facilities Impact Construction is located within a Town which has agreed to collect Impact Fees, the Impact Fees shall be paid directly to the Town according to the terms of the interlocal agreement between the Town and the County pertaining to the payment and collection of Impact Fees; and

**WHEREAS**, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969, also referred to herein as the “Cooperation Act”), at subsection 163.01(4), provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and

**WHEREAS**, the Florida Legislature, in 2006, imposed statutory limitations on the imposition of impact fees and the administrative costs thereof through the enactment of Section 163.31801, Florida Statutes, the “Florida Impact Fee Act”; and

**WHEREAS**, Section 163.3180(5)(j)1, Florida Statutes, requires that, if a county and a municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

**WHEREAS**, the TOWN and the COUNTY mutually desire to enter into this Interlocal Agreement authorizing the TOWN to collect COUNTY impact fees for Capital Facilities Impact Construction within the TOWN limits, and to coordinate the mitigation of their respective transportation capacity impacts, in compliance with Section 163.31801 and Section 163.3180, Florida Statutes, and all other applicable law; and

**WHEREAS**, it is the express intent of the TOWN and the COUNTY that this Interlocal Agreement shall amend, supersede and replace any and all prior agreements between the TOWN and the COUNTY related to the TOWN’s collection and remittance of COUNTY impact fees.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree, stipulate and covenant as follows:

### **SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

### **SECTION 2: Authority**

This Interlocal Agreement (hereinafter the “Agreement”) is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Chapter 163, Florida Statutes, and Section 2.01(c) of the Polk County Impact Fee Ordinance.

### **SECTION 3: All Prior Agreements Superseded**

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and the COUNTY pertaining to the matters stated herein, whether written or oral.

### **SECTION 4: Definitions**

Capitalized terms used in this Agreement shall have the meanings ascribed in the Polk County Impact Fee Ordinance, unless a contrary definition is provided herein.

### **SECTION 5: TOWN’s Obligations**

(A) The TOWN hereby agrees to assist and cooperate with the COUNTY in the collection of COUNTY Impact Fees which are imposed on Capital Facilities Impact Construction undertaken within the TOWN limits including Impact Fees for Transportation, Correctional Facilities, the Emergency Medical System and the Educational System on and after the Effective Date of this Agreement. The TOWN shall require that the Applicant pay to the TOWN the applicable COUNTY Impact Fees imposed by the Polk County Impact Fee Ordinance prior to the issuance of a Building Permit by the town for Capital Facilities Impact Construction. To facilitate that collection, the TOWN shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each

Capital Facilities Impact Construction, which summary shall contain the following:

1. The date paid;
2. The location of the property for which the Building Permit was issued;
3. The name and address of the Applicant;
4. The type of structure for which the Building Permit was issued;
5. The amount of the COUNTY Transportation Impact Fee paid;
6. The amount of the COUNTY Corrections Impact Fee paid;
7. The amount of the COUNTY Emergency Medical System Impact Fee paid;
8. The amount of the COUNTY Educational System Impact Fee paid.

(B) If the Capital Facilities Impact Fee Construction undertaken does not require the issuance of a Building Permit, the appropriate Impact Fee shall be paid prior to final inspection by either the TOWN or the COUNTY.

(C) The TOWN shall maintain the collected COUNTY Impact Fees separate and distinct from all other revenues and shall transfer such collected Impact Fees to the COUNTY no later than the thirtieth (30<sup>th</sup>) day of each month following collection, or as may otherwise be required by applicable law, including, without limitation, Section 163.3180(5)(j)3.c, Florida Statutes.

#### **SECTION 6: Administrative Costs**

Pursuant to Section 163.3180(4)(c), Florida Statutes, the TOWN shall be entitled to retain, as administrative charges, the actual costs incurred in the collection of COUNTY impact fees. No later than thirty (30) days from the Effective Date of this Agreement, the TOWN shall provide to the COUNTY documentation to support the actual costs incurred by the TOWN in the collection of COUNTY impact fees. Thereafter, the TOWN shall review and update such costs on a biennial basis and shall provide documentation of those costs to the COUNTY. In no event shall the TOWN's

administrative charges for the collection of COUNTY impact fees exceed the actual costs of such collection.

#### **SECTION 7: COUNTY's Obligations**

(A) The COUNTY shall provide to the TOWN written notice of any change by the Board of County Commissioners in the amount of the Impact Fees and shall provide the TOWN with a copy of any Resolution or Ordinance which alters the amount of the Impact Fees to be collected by the TOWN. Pursuant to Section 163.31801(3)(d), Florida Statutes, the COUNTY shall publish a notice no less than ninety (90) days prior to the effective date of any such Resolution or Ordinance which increases Impact Fees.

(B) Periodically during the term of this Agreement, the COUNTY shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts, and shall provide a copy of such reports to the TOWN. All such reports shall be prepared in accordance with the provisions of Sections 163.31801(8) and (13) of the Florida Statutes.

#### **SECTION 8: Transportation Capacity Impacts Coordination**

If at any time during the Agreement Term (as defined in Section 9 below), the COUNTY and the TOWN both impose a transportation impact fee upon Capital Facilities Impact Construction occurring within their respective jurisdictions, then the COUNTY and the TOWN hereby agree to coordinate the mitigation of their respective transportation capacity impacts, in accordance with Section 163.3180(5)(j), Florida Statutes, or any applicable successor statute. Without limiting the generality of the foregoing, the COUNTY and the TOWN each expressly agree as follows:

(A) The COUNTY and the TOWN shall mutually ensure that any new development

or redevelopment is not charged twice for the same transportation capacity impacts, by excluding the impact of such development to the other's transportation facilities from the calculation of their respective transportation impact fee rates. To that effect, the Parties shall utilize and employ the following definitions, as set forth in the Polk County Impact Fee Ordinance and Florida Statutes:

- i. The "Town Street System" shall mean the road system of the Town located within Polk County, Florida, as defined in Section 334.03(3), Florida Statutes, and the Polk County Impact Fee Ordinance.
- ii. The "County Road System" shall mean the road system of the County as defined in Section 334.03(8), Florida Statutes, including Collector Roads, Local Roads within the unincorporated area, and all Arterial Roads, but shall not include any roads within the Town Street System or the State Highway System.
- iii. "Transportation Network" shall mean the County Road System, excluding all Local Roads located in the unincorporated areas of the County. The term "Transportation Network" shall not include any roads or facilities within the Town Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(B) The COUNTY acknowledges and agrees that its Transportation Impact Fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Transportation Network only and shall be used solely for the purpose of constructing or improving Transportation Network roads, as provided in Article IV of the Polk County Impact Fee Ordinance. The COUNTY's calculated Transportation Impact Fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the Town

Street System or State Highway System except for the intersection of said roads or facilities with County Collector Roads or Arterial Roads.

(C) The TOWN acknowledges and agrees that its transportation impact fee shall be calculated and imposed to fund growth-necessitated capital improvements to the Town Street System, and the Town's calculated transportation impact fee rate shall not include the impact of any Capital Facilities Impact Construction upon roads or facilities within the County's Transportation Network.

(D) Following the Effective Date of this Agreement, all transportation impact fee studies conducted by the TOWN or the COUNTY shall employ a plan-based methodology for determining the legally permissible fee to be charged to Road Impact Construction that is in full compliance with Section 163.3180(5)(j)2.b, Florida Statutes, and any updates to the TOWN's or COUNTY's respective transportation impact fee rates shall be consistent with the findings of such studies and reflect said methodologies.

#### **SECTION 9: Term**

This Agreement shall be for an initial term of three (3) years from the Effective Date of this Agreement. This initial term shall be automatically renewed for additional one-year terms (collectively, the "Agreement Term") unless either of the following events occur: (i) one party delivers a written notice of termination to the other party, which notice of termination shall be delivered to the other party at least sixty (60) days prior to the effective date of the termination; or (ii) the TOWN and the COUNTY dually execute a subsequent interlocal agreement which, by its express terms, amends and replaces this Interlocal Agreement.

#### **SECTION 10: Review**

The TOWN and the COUNTY shall each have the reciprocal right to review the records of

the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits and Certificates of Occupancy. All such inspections shall be made upon reasonable notice and at reasonable times and places.

## SECTION 11: Notice

All notices, clarifications, and reports required under this Agreement shall be directed to the following offices:

For the COUNTY: Office of the County Manager  
P.O. Box 9005, Drawer CA01  
330 W. Church St.  
Bartow, Florida 33831

For the TOWN: Office of the Town Manager  
202 East Main Street  
Dundee, Florida 33838

## SECTION 12: Indemnification

Without in any manner waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this Agreement, to the extent permissible by Florida Law. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. Neither party hereto shall be required to indemnify or insure the other party for the other

party's negligence or to assume any liability for the other party's negligence.

**SECTION 13: Filing / Effective Date**

Pursuant to Section 163.01(11), Florida Statutes, a fully executed Agreement shall be filed with the Clerk of the Circuit Court for Polk County, Florida. This Agreement shall become effective on October 1, 2025 (the "Effective Date").

**SECTION 14: Third-Party Rights**

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the TOWN and the COUNTY.

**SECTION 15: Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

**SECTION 16: Controlling Law / Members of the Town and County Not Liable**

All covenants, stipulations, obligations and agreements of the County and the Town contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the Town, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant,

stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the Town or the County in its, his, her or their individual capacity and neither the members of the governing body of the Town or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the Town or the County of this Agreement or any act pertaining hereto.

**SECTION 17: LIMITATION OF LIABILITY**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**SECTION 18: Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the circuit courts of Polk County, Florida.

**SECTION 19: Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**SECTION 20: Waiver**

A waiver by either the COUNTY or the TOWN of any breach of this Agreement shall not be

binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**SECTION 21: Amendment**

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the COUNTY and the TOWN.

**SECTION 22: No Construction Against Drafter**

The parties hereto acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

**ATTEST:**

Stacy M. Butterfield, Clerk

**POLK COUNTY**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T.R. Wilson, Chairman  
Board of County Commissioners

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office      Date

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF DUNDEE**, a municipal corporation of  
the State of Florida

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Date: \_\_\_\_\_

Reviewed as to form and correctness:

\_\_\_\_\_  
Town Attorney

Date: \_\_\_\_\_



# TOWN COMMISSION MEETING

August 26, 2025, at 6:30 PM

|                              |   |
|------------------------------|---|
| <b>AGENDA ITEM TITLE:</b>    | <b>DISCUSSION &amp; ACTION, SURGE PROTECTORS FOR RALEY'S GROVE LIFT STATION</b>   |
| <b>SUBJECT:</b>              | Raley's Grove Lift Station Surge Protection Arrester  |
| <b>STAFF ANALYSIS:</b>       | <p>The Public Utilities Department is requesting the purchase of surge protection arresters to be installed at the Raley's Grove Lift Station, upon recommendation from FEMA. The mechanical portion of the Raley's Grove Lift Station electrical Scada and three (3) pumps, were replaced by FEMA due to the damage caused by Hurricane Milton in 2024. This will help to prevent the issue from occurring again.</p> <p>The Public Utilities staff obtained two quotes; however, they were unable to obtain a third due to the lack of available companies, as no additional vendors would provide a quote.</p> |
| <b>STAFF CONTACT:</b>        | Utilities and Special Projects Director, Tracy Mercer   |
| <b>FISCAL IMPACT:</b>        | \$9,500.00  |
| <b>STAFF RECOMMENDATION:</b> | Staff recommends approval   |
| <b>ATTACHMENTS:</b>          | Quote Sheet w/bids  |

**TOWN OF DUNDEE  
PRICE QUOTE SHEET**

DATE: 08/13/2025DEPARTMENT: Waste WaterNAME OF PERSON SECURING THE QUOTE: Raymond MoralesGENERAL DESCRIPTION OF ITEM: Surge Protectors for Raley Grove Lift Station - FEMA GrantVendor Selected: ☒**VENDOR #1**COMPANY NAME: C & W Equipment Repair & MaintenanceCONTACT NUMBER: 863.207.4563

NAME OF REPRESENTATIVE: \_\_\_\_\_

PRICE: \$9,500.00

SHIPPING: \_\_\_\_\_

COMMENTS: Install grounding equipment, fence and arrester on station svc. & lbr.Vendor Selected: ☐**VENDOR #2**COMPANY NAME: Jan and Jeff ServicesCONTACT NUMBER: 863.224.2247

NAME OF REPRESENTATIVE: \_\_\_\_\_

PRICE: \$11,750.00

SHIPPING: \_\_\_\_\_

COMMENTS: Install grounding equipment, fence and arrester on station svc. & lbr.Vendor Selected: ☐**VENDOR #3**

COMPANY NAME: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_

PRICE: \_\_\_\_\_

SHIPPING: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

DEPARTMENT DIRECTOR/SUPERVISOR: Tracy MeyerDATE: 8-18-25FINANCE DIRECTOR APPROVAL: Shahia UddDATE: 8/18/25TOWN MANAGER APPROVAL: CACDATE: 8-14-25

ADDITIONAL COMMENTS: \_\_\_\_\_

SOLE SOURCE JUSTIFICATION: \_\_\_\_\_



C & W Equipment Repair and  
Maintenance, Inc.

P.O. Box 463  
Haines City, FL 33845  
863-207-4563-Accounting

Email: [info@cwerm.com](mailto:info@cwerm.com)  
Website: [www.cwerm.com](http://www.cwerm.com)

## Proposal

|           |
|-----------|
| Date      |
| 8/12/2025 |

| Name / Address  |                          | <i>This proposal is good for 15 days, thank you for the opportunity to submit this proposal</i> |                           |          |
|---|--------------------------|---|---------------------------|----------|
| TOWN OF DUNDEE<br>P.O. BOX 1000<br>DUNDEE, FL. 33838  |                          |   |                           |          |
| Rep   | Project                  |   |                           |          |
| DEC   | RALEY GROVE LIFT STATION |   |                           |          |
| Description   | Qty                      | U/M   | Rate                      | Total    |
| SERVICE LABOR AND MATERIALS TO INSTALL GROUNDING OF EQUIPMENT AND FENCE AND INSTALL SURGE ARRESTER ON STATION FOR LIGHTNING PROTECTION  |                          |   | 9,500.00                  | 9,500.00 |
| <b>Proposal approved by:</b><br><b>Name:</b> _____<br><b>Signature:</b> _____   |                          |   |                           |          |
| Material prices may increase depending on the amount of time it takes for proposal to be approved. Currently we are having to check material prices every 3 days due to continued increases.  |                          |   | <b>Total</b> ~ \$9,500.00 |          |
| All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed inly upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon stikes, accidents or delays beyond our control. |                          |   |                           |          |

**ESTIMATE****Jan and Jeff Services**

5728 Deer Flag Dr  
Lakeland, FL 33811-2001

jandjservices1954@hotmail.com

+1 (863) 224-2247

www.janandjeffservices.com

**Bill to**

Raymond Morales  
Town of Dundee  
PO Box 1000  
Dundee, FL 33838

**Ship to**

Raymond Morales  
Town of Dundee  
PO Box 1000  
Dundee, FL 33838

**Estimate details**

Estimate no.: 1107

Estimate date: 07/30/2025

| #            | Date | Product or service  | Description  | Qty | Rate        | Amount             |
|--------------|------|---------------------|--|-----|-------------|--------------------|
| 1.           |      | <b>Service Call</b> | Service Call Repair and Maintenance<br>Town of Dundee lift station lighting<br>protection. Install Lighting protection<br>around fence area and panel. Labor<br>and materials provided | 1   | \$11,750.00 | \$11,750.00        |
| <b>Total</b> |      |                     |  |     |             | <b>\$11,750.00</b> |

Accepted date

Accepted by



# TOWN COMMISSION MEETING

August 26, 2025, at 6:30 PM

|                              |  |
|------------------------------|--|
| <b>AGENDA ITEM TITLE:</b>    | <b>DISCUSSION &amp; ACTION, SPLASH PAD CHANGE ORDER</b>  |
| <b>SUBJECT:</b>              | Highlands Splash Pad Change Order #1 Permit Fees   |
| <b>STAFF ANALYSIS:</b>       | Staff has received a Change Order request for the Highlands Splash Pad project located at 4th Street South and Highlands Avenue. The Change Order reflects permit fees that were not included in the original project scope or discussed during the initial project meeting. After applying for the required permits, the contractor was informed of the associated costs and is now requesting reimbursement for these fees through a Change Order. |
| <b>STAFF CONTACT:</b>        | Public Works Director, John Vice   |
| <b>FISCAL IMPACT:</b>        | \$18,128.30  |
| <b>STAFF RECOMMENDATION:</b> | Staff recommends approval  |
| <b>ATTACHMENTS:</b>          | Change Order #1 Cost of Building Permit #P2500470  |

# JCR CONSTRUCTION & SERVICES, LLC

## CHANGE ORDER

**Date:** June 6, 2025

**PO #:** RFP #24-07

**No.:** CO# 01

**Project Name/Address:**

Highland Splash Park Phases I & II  
501 4<sup>th</sup> Street S,  
Dundee, FL 33838

**To: Owner Mailing Address**

Town of Dundee  
202 E Main Street,  
Dundee, FL 33838

| COST OF BUILDING PERMIT # P2500470   |  |                    |
|--|--|--------------------|
| <b>1. Building Permit Cost:</b>  |  | \$17,608.84        |
| - Excluded from Proposal Signed on 12/3/24 (Copy Attached). JCR Informed by John Vice After Signed Proposal that Permit Cost Must be Paid. |  |                    |
| - Copy of Invoice and Receipt for Permit Cost Attached.  |  |                    |
| <b>2. Service Fee:</b>   |  | \$519.46           |
|  |  |                    |
| <b>3. General Contractor Overhead &amp; Profit</b>   |  | <u>\$0.00</u>      |
|  |  |                    |
| <b>Total Price of this Change Order</b>  |  | <b>\$18,128.30</b> |

|                              |                      |
|------------------------------|----------------------|
| Original Contract Amount:    | \$ <u>795,829.00</u> |
| Previous Change Order Total: | \$ <u>0.00</u>       |
| Current Change Order Amount: | \$ <u>18,128.30</u>  |
| Revised Contract Amount:     | \$ <u>813,957.30</u> |

We hereby agree to the above as an **increase** in the contract price, for work to be **added** to the original scope of work:

\_\_\_\_\_  
Owner (Town of Dundee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Contractor (JCR Construction & Services LLC)

\_\_\_\_\_  
Date

# FIS Pay Direct

Item 4.

Thank you for your payment.

Please print this receipt and keep it for your records.

Merchant Specific : JCRCO05P

Property Location :

Owner Name : Invoice Id: I2500663

Payment Amount: **\$17,608.84**

Service Fee: \$519.46

Total Payment Amount: **\$18,128.30**

Receipt Number: 3899551947

Transaction Date: 06/02/2025 12:31 PM

Payment Type:



Account Number: \*9895

Town of Dundee  
FOR DEPOSIT ONLY  
Account: 6500643701  
CITIZENS BANK General Acct  
Amt: 0.00 Date: 06/02/25  
Ref Num: 34154 Seq: 5 to 9



**Town of Dundee**  
Town of Dundee  
PO Box 1000, Dundee 33838

Item 4.

**INVOICE #**

**I2500663**

INVOICE DATE: 06/02/25

DUE DATE: 07/02/25

ACCOUNT ID: JCRCO05P

JCR Construction Services LLC  
Jarold Payan  
3804 Block Prine Road  
Lakeland, FL 33810

PERMIT INFORMATION

PERMIT NO: P2500470

LOCATION: 501 4TH ST

OWNER: DUNDEE TOWN OF

| QUANTITY/UNIT | SERVICE ID | DESCRIPTION                               | UNIT PRICE        | AMOUNT              |
|---------------|------------|---|-------------------|---------------------|
| 17179.3600    | DCA        | State DC Fee<br>Permit No: P2500470       | 0.010000          | 171.79              |
| 17179.3600    | DBPR       | State Fee<br>Permit No: P2500470          | 0.015000          | 257.69              |
| 1.0000        | ADMINFEE   | Administration Fee<br>Permit No: P2500470 | 32.590000         | 32.59               |
| 1.0000        | OTHER 2    | Building Fee<br>Permit No: P2500470       | 11,431.180000     | 11,431.18           |
| 11431.1800    | PLANCHKG   | Plan Fees<br>Permit No: P2500470          | 0.500000          | 5,715.59            |
|               |            |   | <b>TOTAL DUE:</b> | <b>\$ 17,608.84</b> |

**PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT**

Town of Dundee  
Town of Dundee  
PO Box 1000, Dundee 33838

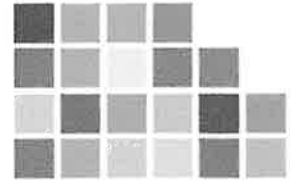
INVOICE #: I2500663  
DESCRIPTION: Permit No: P2500470  
ACCOUNT ID: JCRCO05P  
DUE DATE: 07/02/25  
TOTAL DUE: \$ 17,608.84

JCR Construction Services LLC  
Jarold Payan  
3804 Block Prine Road  
Lakeland, FL 33810



JCR Construction & Services LLC.  
3804 Block Prine Rd  
FL 33810  
jcrconstructionservices@gmail.com

Item 4.



**ADDRESS**

Town Of Dundee  
202 E Main St, Dundee, FL,

**ESTIMATE # 4400**

**DATE 11/20/2024**

| ACTIVITY   | QUANTITY | RATE       | AMOUNT     |
|--|----------|------------|------------|
| <b>Material &amp; service:Material &amp; service</b><br>010000 DIVISION 01 - GENERAL REQUIREMENTS  | 1        | 116,280.00 | 116,280.00 |
| BONDS 1 LS<br>SUPERINTENDENT (75% USE)<br>PROJECT MANAGER<br>ARCHITECTURAL & ENGINEERING 1 LS<br>PERMIT FEES 1 LS<br>MOBILIZATION 1 LS<br>MISCELLANEOUS TOOLS & EQUIPMENT 1 LS<br>PRINTS & COPIES 1 LS<br>SURVEYING<br>GEOTECHNICAL LAB & FIELD TESTING<br>TEMPORARY FACILITIES & CONTROLS<br>FINAL CLEANUP<br>PROJECT CLOSEOUT REQUIREMENTS -   |          |            |            |
| <b>Material &amp; service:Material &amp; service</b><br>020000 DIVISION 02 - SITEWORK  | 1        | 314,506.50 | 314,506.50 |
| 020700 SELECTIVE REMOVALS AND DEMOLITION<br><br>Demo Existing Chain Link Fence @ Baseball Field (Labor) 1 LS<br>INCLUDED IN SITEWORK SUB PRICE<br>Demo Existing Concrete Slabs, Dugouts & Picnic Patio (Labor) 1<br>LS INCLUDED IN SITEWORK SUB PRICE<br>Demo Portions of Existing Sidewalk (Labor) 1 LS INCLUDED IN<br>SITEWORK SUB PRICE<br><br>SITE PREPARATION<br>Install Silt Fence (Matl & Labor) 980 LF INCLUDED IN SITEWORK<br>SUB PRICE<br>Construction Temporary Construction Entrance (Matl &<br>Labor)INCLUDED IN SITEWORK SUB PRICE<br><br>SITE DEVELOPMENT<br>Clearing & Grubbing (Sub) - 1.5 AC 1.38 1 LS |          |            |            |

## ACTIVITY

## QUANTITY

## RATE

## AM

Item 4.

Site Balancing, Rough Grading & Drainage (Sub) - 1.5 AC 1 LS  
Incl

2" Waterline Tap & Run to Bldg (Sub) 1 LS Incl  
Prep Road Connections, Parking Lot & On-Street Subgrade and  
Base (Sub) 1 LS Incl

Road Connections, Parking Lot & On-Street Paving & Striping (Sub)  
1 LS Incl

Construct Building, Walkway & Dumpster Pads (Sub) 1 LS Incl  
Flatwork Concrete - Sidewalks/Walkways (Sub) Incl

Fine Grading (Sub) 1 LS Incl

Sod & Irrigation (Matl & Labor) 1.1 AC 1 LS

## SITE AMENITIES

Septic System w/1200 Gal Double Tank (Matl & Labor)

6' Black Coated Chain Link Fence (Matl & Labor)

6" Splash Pad Concrete (Matl & Labor) -

5' Wide x 4" Concrete Dry Area (Matl & Labor) -

Rubber Non-Skid Surfacing (Matl & Labor)

Park Tables & Benches:NOTE: WE WILL TRY TO FIND MONEY IN  
THE BUDGET TO PROVIDE AT LEAST 6 TABLES.

**Materials & Installation**

1

27,180.00

27,180.00

030000 DIVISION 03 - CONCRETE

Mat

033000 CAST IN PLACE CONCRETE

Excavate Building Footings (Matl & Labor)

Form & Pour Footings (Matl & Labor)

Concrete Slab w/Fiber Mesh (Matl & Labor) 1364.00

Garbage Dumpster Footing & Slab (Matl & Labor)

6" Diameter Steel Bollards & Dumpster (Matl & Labor)

1

24,800.00

24,800.00

**Material & service:Material & service**

004000 DIVISION 04 - MASONRY

033000 8' HIGH CMU WALL

Exterior Walls 8"x8"x16" CMU (Matl & Labor) - 1484 BLK 1324.61

1325 SF \$21,000.00 \$21,000.00

Interior Partition Walls 4"x8"x16" CMU (Matl & Labor) - 242 BLK

216.00 216 SF

Garbage Dumpster CMU Wall, Filled Solid (Matl & Labor) - 270 BLK

1

23,810.00

23,810.00

**Material & service:Material & service**

060000 DIVISION 06 - WOOD, PLASTIC AND COMPOSITES

ROUGH CARPENTRY

Wood Trusses (Material) 1772.65 1780 SF

Truss, Roof Carpentry, Nails (Labor) 1 LS

Lumber, Etc. (Material) 1 LS

## MISCELLANEOUS ROUGH CARPENTRY

Bucks, Jambs, Fasteners for ADA Toilet Stall Doors (Matl)

1

8,460.00

8,460.00

**Material & service:Material & service**

070000 DIVISION 07 - THERMAL AND MOISTURE PROTECTION

ROOFING

Architectural Roofing Shingles (Matl & Labor) 17.73 18 SQ

1

14,200.00

14,200.00

**Material & service:Material & service**

| ACTIVITY   | QUANTITY | RATE       | AMOUNT     |
|--|----------|------------|------------|
| 080000 DIVISION 08 - OPENING                                       |          |            |            |
| 081100 EXTERIOR DOORS (20 MIN.)                                    |          |            |            |
| 3060 HM Access Door & Frame w/Louvers (Matl & Labor) 4 EA          |          |            |            |
| 3050 Composite ADA Stall Doors (Matl & Labor) 2 EA                 |          |            |            |
| <b>Material &amp; service:Material &amp; service</b>               | 1        | 18,254.20  | 18,254.20  |
| 090000 DIVISION 09 - FINISHES                                      |          |            |            |
| STUCCO   |          |            |            |
| BLDG - 7/8" Cement Stucco - No Wire Lath (Matl & Labor)            |          |            |            |
| DUMPSTER - 7/8" Cement Stucco - No Wire Lath (Matl & Labor)        |          |            |            |
| Stucco accessories - Casing beads & corner beads                   |          |            |            |
| HARDI BOARD CEILING  |          |            |            |
| 1/2" Hardi-Board, 3'x5' Sheets (Matl & Labor) - 564 SF             |          |            |            |
| FLOORING   |          |            |            |
| Sealed Concrete @ Restroom Floors Only (Matl & Labor) 480.00       |          |            |            |
| 480 SF   |          |            |            |
| PAINTING   |          |            |            |
| Painting Labor (Interior, Exterior Walls & R.Rm Ceiling) - Labor   |          |            |            |
| 3322.00 3322 SF  |          |            |            |
| Paint and Consumables (Materials) 1 LS                             |          |            |            |
| <b>Material &amp; service:Material &amp; service</b>               | 1        | 1,000.00   | 1,000.00   |
| 100000 DIVISION 10 - SPECIALTIES                                   |          |            |            |
| IWF Restroom Directional Signs (Matl & Labor) 2 EA                 |          |            |            |
| IWF Rule Sign (Matl & Labor) 1 EA                                  |          |            |            |
| <b>Materiales &amp; Installation</b>                               | 1        | 156,375.21 | 156,375.21 |
| 120000 DIVISION 13 - SPECIAL CONSTRUCTION SPLASH DECK              |          |            |            |
| FEATURES & EQUIPMENT   |          |            |            |
| S-15.07 Water Wise Controller - 7 Output (Matl)                    |          |            |            |
| S-10.07 Manifold (Matl) 1 LS                                       |          |            |            |
| S-30-01 2500 Gal Fiberglass Collector Tank (Matl) 1 LS             |          |            |            |
| Splash Pad Features (Matl) 1 LS                                    |          |            |            |
| S-20.14 LED Activator (Matl) 1 LS                                  |          |            |            |
| Shipment 1 LS  |          |            |            |
| PUMPS & DISINFECTING EQUIPMENT                                     |          |            |            |
| WATER RECIRCULATION SYSTEM (Matl) 1 LS                             |          |            |            |
| UV - AQUIFY - AUV-106-03 (Matl) 1 EA                               |          |            |            |
| PLUMBING, FEATURE, EQUIP & CONTROLS INSTALL                        |          |            |            |
| Feature Installation (Labor) 1 LS                                  |          |            |            |
| Control & Disinfection Equipment Installation (Labor) 1 LS         |          |            |            |
| S-16.01 Drain Box 12"x12"x12" (Matl) 1 LS                          |          |            |            |
| Splash Pad Piping & Tank Set (Matl & Labor) 1 LS                   |          |            |            |
| <b>Materiales &amp; Installation</b>                               | 1        | 9,515.00   | 9,515.00   |
| 150000 DIVISION 15 - PLUMBING                                      |          |            |            |
| Restroom Plumbing (Matl & Labor) 480 480 SF                        |          |            |            |
| Plumbing Fixtures - 6 Toilets, 1 Urinal, 5 Sinks, 2 HB (Matl) 1 LS |          |            |            |
| IWF Shower Hose Bibb w/Vacuum Breaker (Matl) 1 EA                  |          |            |            |
| <b>Materiales &amp; Installation</b>                               | 1        | 9,100.00   | 9,100.00   |

| ACTIVITY  | QUANTITY    | RATE      | AMOUNT             |
|---|-------------|-----------|--------------------|
| 160000 DIVISION 16 - ELECTRICAL<br>BUILDING & SPLASH PAD ELECTRICAL WORK<br>BLDG - 200A Panel, R.Rm & Seating Wiring, Lights (Matl & Labor)<br>1 LS<br>SPLASH PAD - 100A Sub-Panel, Rebar Bonding, Wire Pumps<br>Equip Controls (Matl & Labor) 1 LS<br>200A Electric Service Fee 1 LS |             |           |                    |
| Subtotal  |             |           | \$9,100.00         |
| <b>Services</b>   |             | 72,348.09 | 72,348.09          |
| Total Direct Cost   | \$723480.91 |           |                    |
| Add Contractor's overhead & profit @ 10.0%  | \$72348.09  |           |                    |
| Contingency (0%)  | \$-         |           |                    |
| <b>GRAND TOTAL</b>  |             |           | <b>\$795829.00</b> |

#### NOTES FOR THE MEETING

Below are the exclusions and clarifications to add to the revised proposal.

- 1) All permit costs are waived by the Town of Dundee.
- 2) Irrigation for grass or any other landscaping is excluded.
- 3) 6 ft high chain link fence with black coated posts and fabric included.
- 4) Total size of splash pad 1,000 sf.
- 5) Playground equipment is excluded from price.
- 6) On-street parking stalls excluded from price.
- 7) Town of Dundee to provide picnic tables and benches. WILL PROVIDE THIS ONES IF WE HAVE MONEY IN THE BUDGET
- 8) Floor tiles removed from restroom floors. Sealed concrete floors.
- 9) Drywall removed from interior walls of restrooms. Sealed CMU block walls.
- 10) Solid plastic partitions at restrooms are replaced with 4x8x16 CMU block partitions.

TOTAL **\$795,829.00**

Accepted By



Accepted Date

12/5/2024



# TOWN COMMISSION MEETING

August 26, 2025 at 6:30 PM

|                              |   |
|------------------------------|---|
| <b>AGENDA ITEM TITLE:</b>    | <b>DISCUSSION &amp; ACTION, TREE BOARD COVERED ARCH BENCH PURCHASE</b>  |
| <b>SUBJECT:</b>              | Tree Board purchase of one (1) covered arch bench   |
| <b>STAFF ANALYSIS:</b>       | <p>Town staff introduced the Tree Board to a vendor, Noblewins, which produces a 100% recycled bench with a protective cover. Staff recommended this as a potential beautification and branding project for the downtown district. On August 20, 2025, staff formally presented the proposal to the Tree Board. The Tree Board approved the purchase and installation of the bench and cover on Main Street as part of their Tree Board Budget through the Arbor Day Foundation.</p> <p>The purchase price covers the bench and delivery, while Town staff will handle the installation. Noblewins is the sole manufacturer of this product, which is why a sole-source letter has been provided in lieu of three price quotes.</p> |
| <b>STAFF CONTACT:</b>        | Public Works Director, John Vice  |
| <b>FISCAL IMPACT:</b>        | \$9,227.50  |
| <b>STAFF RECOMMENDATION:</b> | Staff recommends approval   |
| <b>ATTACHMENTS:</b>          | <p>Quote</p> <p>Sole Source Letter</p> <p>Picture of proposed graphics</p>  |



To Whom It May Concern:

This letter is to confirm that the products made from retired wind turbine blades supplied by Noblewins LLC are sole source products, sold and distributed exclusively by Noblewins LLC. No other company supplies a similar or competing product. These products must be purchased directly by a customer from Noblewins LLC or donated to them. There are no agents or dealers authorized to represent these products.

Competition is precluded by the exclusive nature of these products and the proprietary technology involved in their creation. There are no other like products available for purchase that would serve the same function due to this exclusivity.

Our products come with a 25-year warranty, demonstrating our commitment to quality and long-term value for our customers.

If you desire additional information, don't hesitate to contact us at 440-306-9006 at any time or visit our website at [www.noblewins.com](http://www.noblewins.com).

Thank you for your interest in our products and your desire to reimagine your spaces and inspire your citizens, students, and visitors with sustainable solutions.

Sincerely,

Brian Donahue  
President  
Noblewins LLC  
[donahue@noblewins.com](mailto:donahue@noblewins.com)



**Dundee, FL**  
202 East Main Street  
Dundee, FL 33838  
United States

Reference: 20250821-103015407  
Quote created: August 21, 2025  
Quote expires: August 31, 2025  
Quote created by: Sean Calhoun

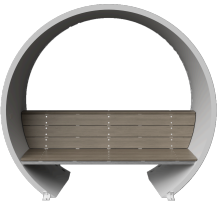
**Johnathan Vice**  
jvice@townofdundee.com  
863) 514-6636

scalhoun@noblewins.com  
+14403067500

**Comments from Sean**

Primed Discount (extended to 8/31/25): 10% off all primed products.  
Final Freight will be calculated at the time of order.

**Products & Services**

| Image   | Item & Description  | Quantity | Unit Price | Total      |
|---|---|----------|------------|------------|
|  | Arch - Primed<br>Bench comes primed and prepared for community artists to create their own custom mural design on-site. | 1        | \$8,475.00 | \$8,475.00 |

|                   |            |                |
|-------------------|------------|----------------|
| One-time subtotal | \$8,4      | Item 5.        |
| Primed Discount   | (\$847.50) | 10.0% discount |
| Estimated Freight | \$1,600.00 |                |
| Total             | \$9,227.50 |                |

Terms & Conditions

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Johnathan Vice**

jvice@townofdundee.com

[ sig/req/signer1 ]

Questions? Contact me



Sean Calhoun  
scalhoun@noblewins.com  
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Lakewood OH 44107  
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