



## **TOWN COMMISSION MEETING AGENDA**

**April 21, 2026, 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**

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR APRIL 21, 2026**

**A. MINUTES**

- 1. March 10, 2026, TC Meeting Minutes**
- 2. August 12, 2025, Budget Workshop Minutes**
- 3. August 12, 2025, TC Meeting Minutes**
- 4. August 26, 2025, Budget Workshop Minutes**
- 5. August 28, 2025, Budget Workshop Minutes**
- 6. September 2, 2025, Budget Workshop Minutes**

**B. BOARD APPLICATIONS**

- 1. Donaldson Barclay, P&Z Board Application**

**2. Virginia Shuff-Dowd, P&Z Board Application**

**3. Tiffany McCracken, P&Z Board Application**

**C. AGREEMENTS**

**1. Election Agreements**

**2. Settlement Payments for Water Providers – Town of Dundee – AFFF MDL – Privileged**

**3. National Day of Prayer on May 7th, 2026**

**APPROVAL OF AGENDA**

**1. MAYOR AND TOWN COMMISSIONER(S) FAREWELL**

**2. PROCLAMATIONS**

**a. Arbor Day Proclamation**

**b. Autism Awareness Month Proclamation**

**PUBLIC HEARING**

**3. DISCUSSION & ACTION ORDINANCE 26-02 2ND READING WAWA ZONING MAP AMENDMENT**

**4. DISCUSSION & ACTION, ORDINANCE 26-04 2ND READING, IMPLEMENTING ADMINISTRATIVE APPROVAL OF PLATS**

**NEW BUSINESS**

**5. DISCUSSION & ACTION, ORDINANCE 26-05 TOWN-INITIATED FUTURE LAND USE MAP AMENDMENT**

**6. DISCUSSION & ACTION, 2026 THIRD AMENDMENT BELLA VISTA RICHMOND AMERICAN HOMES SEWER ERC'S**

**7. DISCUSSION & ACTION, LANDING AT LAKE MABEL LOOP, LLC V. THE TOWN OF DUNDEE, CASE NO.: 24-CA-4137, LITIGATION SETTLEMENT AGREEMENT**

**8. DISCUSSION & ACTION, LAKE DELL HYDRILLA TREATMENT**

**9. DISCUSSION & ACTION, PEST CONTROL SERVICE CONTRACT**

**10. DISCUSSION & ACTION, APPROVAL OF PURCHASE OF - 150 95-GALLON GARBAGE CARTS**

**11. DISCUSSION & ACTION, APPROVAL OF TUCKER PAVING CONSTRUCTION AGREEMENT**

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

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

**REPORTS FROM OFFICERS**

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

**ADJOURNMENT**

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

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



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Erica Anderson, Town Clerk	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Approval of the consent agenda		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Staff recommends approval of the 4.21.2026 TC Consent Agenda		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p><b>A. MINUTES</b></p> <ol style="list-style-type: none"> <li>1. March 10, 2026, TC Meeting Minutes</li> <li>2. August 12, 2025, Budget Workshop Minutes</li> <li>3. August 12, 2025, TC Meeting Minutes</li> <li>4. August 26, 2025, Budget Workshop Minutes</li> <li>5. August 28, 2025, Budget Workshop Minutes</li> <li>6. September 2, 2025, Budget Workshop Minutes</li> </ol> <p><b>B. BOARD APPLICATIONS</b></p> <ol style="list-style-type: none"> <li>1. Donaldson Barclay, P&amp;Z Board Application</li> <li>2. Virginia Shuff-Dowd, P&amp;Z Board Application</li> <li>3. Tiffany McCracken, P&amp;Z Board Application</li> </ol> <p><b>C. AGREEMENTS</b></p> <ol style="list-style-type: none"> <li>1. Election Agreement</li> <li>2. Settlement Payments for Water Providers – Town of Dundee – AFFF MDL – Privileged</li> <li>3. National Day of Prayer on May 7<sup>th</sup>, 2026</li> </ol>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	<input checked="" type="checkbox"/>	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>	<input type="checkbox"/>	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>	<input checked="" type="checkbox"/>	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	March 10, 2026 TC Meeting Minutes August 12, 2025 Budget Meeting Minutes August 12, 2025 TC Meeting Minutes August 26, 2025 Budget Meeting Minutes August 28, 2025 Budget Meeting Minutes September 2, 2025 Budget Meeting Minutes Donaldson Barclay, P&Z Board Application Virginia Shuff-Dowd, P&Z Board Application Tiffany McCracken, P&Z Board Application Election Agreement Settlement Payments Statements for Tyco and BASF Payment		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	<input type="checkbox"/>	<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave</i>	N/A		

blank.)

Item A.

**FISCAL IMPACT** (if any):

N/A



## TOWN COMMISSION MEETING MINUTES

March 10, 2026, 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** Sergeant Frese

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

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

**PRESENT**

Commissioner Richardson

Commissioner Goddard

Commissioner Wilson

Vice-Mayor Quarles

Mayor Pennant

**APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 10, 2026**

The minutes being reviewed include minutes from the following meetings:

**1. MINUTES**

A. January 13, 2026, Meeting Minutes

B. February 10, 2026, Meeting Minutes

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

Vice Mayor Quarles moved to approve the minutes of January 13 and February 10, 2026, commission meeting, seconded by Commissioner Goddard.

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

TC Meeting Minutes, March 10, 2026, at 6:30 p.m.

Page 1 of 9

The motion passed unanimously.

## 2. PROCLAMATIONS

### A. Women's History Month

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

Commissioner Richardson moved to approve the Women's History Month Proclamation, seconded by Commissioner Wilson.

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

The motion passed unanimously.

### B. Water Conservation Month

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

Commissioner Goddard moved to approve the Water Conservation Month Proclamation, seconded by Commissioner Richardson.

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

The motion passed unanimously.

## 3. CITRUS CONNECTION

The Citrus Connection representative provided a transit briefing to the commission.

There are currently 2 fixed routes for the Town of Dundee. Between October 2024 and September 2026, there were 163 boardings within the town limits. The top stops are located at Center St. & Lake Ave., N Scenic Hwy & Dekle Rd., E. Main St. & Third St., and Dundee Town Hall. He went on to provide updates for Para Transit Services and emergency services during hurricanes and the like.

## 4. APPROVAL OF AGENDA

The following items were added to the agenda.

Item #1 Ordinance 26-03

Item #2 Ordinance 26-04

Item #8 Piggyback Agreement

Item #9 Per Diem Discussion

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

Commissioner Richardson moved to approve the agenda with changes, seconded by Commissioner Goddard.

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

The motion passed unanimously.

## **PUBLIC HEARING**

### **4. DISCUSSION & ACTION, ORDINANCE 26-03 TOWN ATTORNEY VOTING REQUIREMENT 2<sup>ND</sup> READING**

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

The Town Commission has expressed a desire to formalize the voting requirement for appointing or removing the Town Attorney to promote stability, continuity, and broad consensus in the Town's legal representation.

Currently, the Town Charter provides that the Town Attorney is appointed by the Commission; however, the Charter does not specify a supermajority voting threshold. This Ordinance amends the Town of Dundee Code of Ordinances to require that the appointment and/or termination of the Town Attorney be approved by a minimum affirmative vote of four (4) Commissioners.

This action is intended to ensure that decisions regarding the Town's chief legal advisor reflect strong governing body support and are made with deliberate consideration.

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

Michelle Thompson spoke about government structure and how authorities should function within town government. She asked for consideration from the commission before voting on this item.

Michelle Smith addressed the commission's selection of the Town Attorney and spoke of the expectations of the residents concerning the commission's decision. She asked the commission to explain its choice.

Mayor Pennant closed the floor.

Commissioner Richardson moved to approve Ordinance 26-03 on second reading. The motion was seconded by Commissioner Goddard.

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

The motion passed unanimously.

## **NEW BUSINESS**

### **5. DISCUSSION & ACTION, ORDINANCE 26-04 IMPLEMENTING ADMINISTRATIVE APPROVAL OF PLATS**

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

During the 2025 Legislative Session, the Florida Legislature adopted Senate Bill 784, to require that local governments provide for the administrative approval of plats and replats when such plats meet all applicable statutory

and local land development requirements.

The amendments became effective July 1, 2025, and require municipalities to designate an administrative official responsible for reviewing and approving compliant plats. The purpose of the legislation is to streamline the development review process and ensure that compliant plats are approved administratively rather than requiring formal action by the governing body.

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

Alethea Pugh advised the commission against granting authority to the Town Manager to sign plats.

With there being no other comments, the floor was closed.

Commissioner Goddard moved to approve Ordinance 26-04; the motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

## **6. DISCUSSION & ACTION, ORDINANCE 26-02 WAWA ZONING MAP AMENDMENT**

Attorney Smith read the ordinance title into the record. Development Services Coordinator Carter presented this item to the commission.

The Applicant, Matthew Dundee Investments, LLC is requesting an amendment to the Zoning Map for property located in the Town of Dundee. The current Zoning is General Retail Commercial (CC), the proposed zoning is Highway Commercial (CH) on 2.86 +/- acres. The proposed site is located at the northeast corner of Highway 27 and Dundee Road on 2.86 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390.

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

Commissioner Goddard moved to approve Ordinance 26-02, the motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

## **7. DISCUSSION & ACTION, RESOLUTION 26-04 WOODLAND RANCH ESTATES PHASE II WEST FINAL PLAT**

Attorney Smith read the resolution title into the record. Development Services Coordinator Carter presented this item to the commission.

The developer of Woodland Ranch Estates Phase Two has submitted a final plat for review and approval in accordance with Chapter 177, Florida Statutes, the Town of Dundee Code of Ordinances, and the Town's Land Development Code. The plat reflects the layout of lots, tracts, easements, rights-of-way, and other improvements

necessary for the continued development of the subdivision. Town staff and the Town's consulting engineer have reviewed the plat and associated construction of required infrastructure improvements. These improvements include, but are not limited to, roadways, drainage facilities, utilities, and other public infrastructure necessary to serve the subdivision. Staff has confirmed that required improvements have been completed in accordance with approved plans and Town standards, or that appropriate surety has been provided where applicable. Mayor Pennant opened the floor for public comment; being none, the floor was closed.

Vice Mayor Quarles moved to approve Resolution 26-04, the motion was seconded by Commissioner Richardson.

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

The motion passed unanimously.

### **8. DISCUSSION & ACTION, RESOLUTION 26-10 BUDGET AMENDMENT**

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

The proposed resolution 26-10 amends the FY 2025 – 2026 annual budget's general fund, impact fund, and enterprise fund to provide emergency funding for Public Financial Services, adjustments in revenues and expenditures experienced during the year.

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

Julia Hunt inquired about who oversees payables for the town. She asked if A/P Accounts Payable and A/R Accounts Receivable were completed by the same person.

Alethea Pugh inquired if staff had recouped taxes paid by the town in oversight.

Mayor Pennant closed the floor.

Commissioner Wilson moved to approve Resolution 26-10, the motion was seconded by Commissioner Richardson

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

The motion passed unanimously.

### **9. DISCUSSION & ACTION, WAWA SPECIAL EXCEPTION FOR BUSINESS DIRECTIONAL SIGNS**

Development Services Coordinator presented this item to the commission.

This item was introduced by Matthew Development Investments, LLC. The applicant is seeking a Special Exception for Business Directional Signs as stated in section 4.05.00 of the Land Development Code (LDC). Matthew Development Investments, LLC has submitted a complete application on August 30, 2025. The Development Review Committee has reviewed the Special Exception application and has approved it according to section 7.04.00 of the LDC. The recommendation for approval of this application will ensure compliance with the Town of Dundee's Land Development Code. This will produce an increase in the Town's tax base by way of adding two new commercial businesses.

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

Vice Mayor Quarles moved to approve the WAWA Special Exception for Business Directional Signs. The motion was seconded by Commissioner Goddard.

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

The motion passed unanimously.

## **10. DISCUSSION & ACTION, REVIEW OF ZAYYTOBBINN PROMO LLC SPECIAL EVENT APPLICATION**

Public Works Director John Vice presented this item to the commission.

Quaze'Vyun Johnson, with Zayytobbinn Promo LLC, submitted a Special Events application on January 23, 2026, requesting approval to host "The Ultimate Easter Experience" on Sunday, April 5, 2026, from 2:00 p.m. to 9:00 p.m. The event is described as an Easter giveaway and community gathering.

Staff notified the applicant that the Special Events application was incomplete and requested the additional required documentation, with a deadline of Monday, March 2, 2026, in order to be placed on the agenda. As of the date of this report, the requested documentation has not been received.

Additionally, based on documented issues encountered during previous events hosted by this group, staff cannot recommend approval of the application.

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

Commissioner Goddard moved to reject the special event application. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

## **11. DISCUSSION & ACTION, NORTH FLORIDA PYROTECHNICS PIGGYBACK AGREEMENT**

Public Works Director John Vice presented this item to the commission.

The City of Haines City previously entered into an agreement with Florida Pyrotechnics, Inc. for professional fireworks display services. The agreement was competitively procured in accordance with applicable Florida procurement requirements.

Staffs recommendation is that the Town of Dundee piggyback on the existing agreement for purposes of securing fireworks display services for the Town's upcoming 4th of July celebration. Piggybacking on an existing competitively awarded contract allows the Town to obtain favorable pricing and services without duplicating the formal solicitation process, provided the original agreement permits cooperative purchasing and the vendor agrees to extend the same terms and pricing.

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

Commissioner Goddard moved to approve the Piggyback Agreement with North Florida Pyrotechnics. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

## 12. DISCUSSION, PER DIEM

Commissioner Wilson presented this item to the commission for discussion.

Currently, the Town Commission has not formally adopted a standardized per diem rate for meals and incidental expenses during official travel. Discussing the establishment of a clear per diem policy helps ensure transparency, fiscal responsibility, and uniform application of reimbursement practices for employees and elected officials.

Mayor Pennant opened the floor for public comment; the following people spoke before the commission.

Michelle Thompson spoke in support of the per diem increases for the town.

Mayor Pennant closed the floor.

## DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Mayor Pennant opened the floor for public comment; the following people spoke before the commission.

Ray Hunt asked about the labor attorney hired by the town at the previous meeting and why the town is spending \$9,000.00 if there's no cooperation. He went on to ask for an update on the total amount spent thus far.

Delanda Hall stated that no employee working for the town should use obscene language on Facebook to insult citizens and embarrass the town.

Mayor Pennant closed the floor to public speaking.

## REPORTS FROM OFFICERS

### Polk County Sheriff's Office – for the Month of February

- 277 total calls for service
- 320 traffic stops
- 21 arrests
- 4,653 community contacts

### Dundee Fire Department – No Report

**Town Attorney** – Attorney Smith expressed her appreciation to the Mayor and Commission and stated that she is honored to serve as the Town Attorney for Dundee. She noted that her background in government has provided her with a strong understanding of the responsibilities faced by the Commission in public service, and she emphasized

her commitment to fiscal responsibility. Attorney Smith further stated that she looks forward to working diligently and serving in the best interests of the Town of Dundee.

**Town Manager** – Town Manager Cassel provided the following updates.

- Chamber Breakfast is Thursday, March 12, 2026, at 8:30 a.m., at the Lake Eva Event Center in Haines City.
- The Ridge League of Cities Dinner is Thursday, March 12, 2026, at 6:00 p.m. at the Bartow Civic Center.
- The Splash Pad Ribbon Cutting will be held on Saturday, March 28, 2026, at 10:00 a.m.
- The Easter Egg Hunt will take place on Saturday, April 4<sup>th</sup> at 11:00 a.m. at Church on the Hill.

#### **Commissioners**

**Vice Mayor Quarles** – Thanked everyone for coming out.

**Commissioner Goddard** - Thanked everyone for coming out and providing their input and gave a special welcome to the Town Attorney. He went on to thank Citrus Connection and their continued service before thanking Sgt. Frese.

**Commissioner Wilson** – Thanked everyone for coming out. She thanked the town attorney and said she looks forward to working with her. She thanked Mrs. Thompson for her input and stated the commission wants to do what is best for the Town of Dundee.

**Commissioner Richardson** – She expressed her appreciation to the Sheriff's Office and thanked everyone for attending before welcoming the Town Attorney. She stated that prior to Attorney Smith's engagement with the Town, she did not know Attorney Smith and emphasized that her intentions are sincere. She noted that this marks the first time in 21 years that the Town has appointed a new attorney and clarified that Attorney Smith had no involvement in the Commission's decision. She further stated that she received a favorable recommendation regarding Attorney Smith from Fort Meade. She concluded by announcing the Women's Day Roundtable Event scheduled for March 21.

**Mayor** – welcomed Town Attorney Smith and thanked everyone for being here. He went on to discuss the meeting dates with the whole of the commission and asked for a motion to change the Town Commission Meeting dates to the 1<sup>st</sup> and/or 3<sup>rd</sup> Tuesdays of the month.

Commissioner Wilson moved to change the Town Commission meeting dates to the 1<sup>st</sup> and or 3<sup>rd</sup> Tuesdays of the month. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

**ADJOURNMENT** at 8:30 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

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

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

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

DRAFT



## TOWN COMMISSION MEETING BUDGET WORKSHOP MINUTES

August 12, 2025 at 4:00 PM

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

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

**CALL TO ORDER** by Mayor Pennant at 4:00PM

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

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

**ROLL CALL** given by Administrative Assistant, Melissa Glogowski

### PRESENT

Bert Goddard  
Sam Pennant  
Willie Quarles  
Mary Richardson  
Annette Wilson

### NEW BUSINESS

#### A. BUDGET WORKSHOP

##### 1. CODE COMPLIANCE

The budget increased to \$250,650.00. This includes increases in salaries, retirement, insurance, Special Magistrate, alarm, rent/lease/mortgages, copies & printing, other charges, uniform allowance, transportation, disaster expenditures, outreach program, liability, revenue and machinery and equipment. This also includes a decrease in taxes, professional services, IT services, and repairs & maintenance vehicles.

##### 2. FINANCE

The budget increased to \$537,279.27. This includes increases in salaries, overtime, taxes, workers comp, IT services, accounting & auditing, freight & postage, bank service charges, rent/lease/mortgage, copies & printing, office supplies and dues & subscriptions. This also includes a decrease in retirement, life & health insurance, professional services, alarms, utility services, repair & maintenance, other current charges and operating supplies.

**3. PCSO**

The budget increased to \$1,143,603.00. This includes increase in contract labor which is pretty general as this is a contract that is signed. The increase includes 2 Radar Guns for speed enforcement. This also includes a decrease in IT services, utility services, repair & maintenance and other current charges.

**4. TOWN COMMISSION**

The budget increased to \$120,429.00. This includes increases in salaries, newspaper advertising, alarms. This also includes a decrease in travel & training, promotional activities, election, other current charges, office supplies and dues & subscriptions.

**5. TOWN MANAGER**

The budget increased to \$389,040. This includes increases in salaries, taxes, health insurance, rent/leases/mortgage, copies & printing, other current charges, and recording ordinances. This also included a decrease in overtime, vehicle allowance, workers comp, travel & training, IT services, insurance, promotional activities and dues & subscriptions.

**ADJOURNMENT at 6:03PM**

Respectfully submitted,

**Melissa Glogowski**

Melissa Glogowski, Administrative Assistant

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



## TOWN COMMISSION SPECIAL MEETING MINUTES

August 12, 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. Tony Frese

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

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

### **PRESENT**

Commissioner Goddard

Commissioner Richardson

Commissioner Wilson

Vice-Mayor Quarles

Mayor Pennant

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

Per motion made and approved at the July 22, 2025 meeting delegations-questions would be moved to the end of the agenda.

Asst. Town Attorney, Seth Claytor made a motion that Resolution 25-22 be added to the end of the agenda as a discussion item only.

### **APPROVAL OF AGENDA**

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

A motion to approve the amended agenda with changes was made by Commissioner Goddard, seconded by Vice-Mayor Quarles.

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

The motion passed unanimously.

### **APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR AUGUST 12, 2025**

The agreements on the Consent Agenda for consideration and approval include the following:

1. Republic Services Commercial Franchise Agreement

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

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

The motion passed unanimously.

**NEW BUSINESS**

**1. DISCUSSION & ACTION, PCSO INTERLOCAL AGREEMENT**

Interim Town Manager Carbone read the analysis into the record.

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

A motion to approve *the PCSO Interlocal Agreement* was made by Commissioner Goddard and seconded by Commissioner Wilson.

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

The motion passed unanimously.

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

Mayor Pennant opened the floor for public comments,

Alethea Pugh, 339 Biltmore Blvd. questioned if there was litigation due to the missing exhibits. Assistant Town Attorney, Claytor stated that this was recorded by the developer without the exhibits and this item resolves the issue.

Seeing no more comments, Mayor Pennant closed the floor.

A motion to approve *the Corrective Easement 0 Scenic Hwy. Corrective Utility Easement* was made by Commissioner Goddard and seconded by Richardson.

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

The motion passed unanimously.

A motion to approve *the form of the 0 Scenic Hwy Ruiz Agreement Re-Indemnification Hold Harmless and Maintenance Agreement and authorize the Interim Town manager to take any and all necessary further actions which include but are not limited to executing the agreement and authorizing staff to record same* was made by Commissioner Wilson and seconded by Commissioner Goddard.

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

The motion passed unanimously.

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

Public Works Director, John Vice provided information regarding the Community Center A/C unit. Town received two bids, with the third bidder not wanting to provide a bid. One bid came in at \$5,300; the second bid was significantly higher as they did not want to replace just the part but the entire unit.

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

A motion to approve *the repair of the Community Center A/C Coil pursuant to the quote sheet and the recommendation of the vendor*, was made by Commissioner Goddard, and seconded by Commissioner Wilson.

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

The motion passed unanimously.

#### **4. DISCUSSION, RESOLUTION 25-22**

Assistant Town Attorney Claytor provided information on Senate Bill 180. Attorney Claytor will send the information to the Interim Town Manager to forward to the Commission for review to make a decision at the next meeting.

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

Rhonda Sara, 125 Crestview Lane, questioned status of Vision Committee. Development Services Director stated that the Vision Committee is on hold at the moment and that it will be addressed in the 8/26 Budget Meeting.

Ray Hunt, 211 W. Frederick, Commented on his yard which has been flooding since hurricane season. Public Works Director, Vice stated that he and the engineer are working with JSK to get the problem resolved. Alan Rayl is staying in contact with all involved parties and if the builder does not fix it, the developer will.

Commissioner Richardson questioned the status of the MLK street repair. PW Director Vice stated they have plans but the \$35,000 needed to complete the project is not in the budget but he is working with Alan Rayl on an RFP.

seeing no more comments, the floor was closed.

#### **REPORTS FROM OFFICERS**

**Polk County Sheriff's Office – None**

**Dundee Fire Department – None**

**Town Attorney –** Thanked Interim Town Manager & Staff

**Department Updates – None**

**Town Manager –** Happy to be back, thanked staff especially Lorraine for holding down the fort while he was gone.

**Commissioners –** Thanked Sgt. Frese, town staff, everyone for coming out and engaging. Town staff is putting in the work for the next budget meeting.

**ADJOURNMENT** at 7:13p.m.

Respectfully submitted,

**Melissa Glogowski**

Acting 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.*

DRAFT



# TOWN COMMISSION MEETING BUDGET WORKSHOP MINUTES

August 26, 2025 at 4:00 PM

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

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

---

**CALL TO ORDER** by Mayor Pennant at 4:00PM

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

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

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

## **PRESENT**

Bert Goddard  
Sam Pennant  
Willie Quarles  
Mary Richardson  
Annette Wilson

## **NEW BUSINESS**

### **A. BUDGET WORKSHOP**

#### **1. PLANNING**

The budget increased to \$713,992.86. This includes increases in salaries, other rate, overtime, taxes, insurance, workers comp, engineering, contract labor, travel & training, alarms, website, repair & maintenance, and town vision. This also includes a decrease in newspaper ads, IT services, rent/leases/mortgage, copies & printing, other current charges, office supplies and recording ordinances.

#### **2. BUILDING DEPARTMENT**

The budget increased to \$588,785.00. This includes increases in other salaries, other rate, overtime, taxes, health insurance, contract labor, building plan review, website, freight & postage and utility services. This also includes a decrease in salaries, taxes, workers comp, professional services, IT Services, rent/leases/mortgage, dues & subscriptions and capital outlay building.

#### **3. LIBRARY**

The budget increased to \$339,839.00. This includes increases in salaries, taxes, professional services, alarms, internet services, IT services, utility services, rent/leases/mortgage, copies & printing, operating supplies, uniforms, books, dues & subscriptions, books audio, DVDs, building improvements and machinery and equipment. This also includes a decrease in workers comp, promotional activities and other current charges.

**4. FIRE DEPARTMENT**

The budget increased to \$1,387,500.00. This includes increases in salaries, overtime, taxes, insurance, dispatch services, travel & training, alarms, freight & postage, vehicle repairs & maintenance, operating supplies, transportation, machinery & equipment, FD capital and fleet financing. This also includes a decrease in workers comp, professional services, IT services, repair & maintenance, other current charges, office supplies and dues & subscriptions.

**5. EVENTS/COMMUNICATIONS**

This is a new position, which was formally under different departments. The budget increased to \$176,571.00. This includes increases in salaries, overtime, taxes, insurance, workers comp, travel & training, website, IT services, postage, utility services, copies, promotional activities, office supplies, operating supplies, Back 2 School Event, Christmas, Easter, 4<sup>th</sup> of July, summer recreation, dues & subscriptions, sponsorships, building improvement and Community/Main Street kitchen equipment. It also includes a decrease in other current charges, MLK Parade, Juneteenth, Christmas lunch, and machinery & equipment.

**6. HUMAN RESOURCES**

This part of the Administration Department, budget increased to \$103,856.92. This includes increases in salaries, taxes, insurance, workers comp, professional services, travel & training and office supplies.

**ADJOURNMENT at 5:37PM**

Respectfully submitted,

**Erica Anderson**

Erica Anderson, Town Clerk

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



## TOWN COMMISSION MEETING BUDGET WORKSHOP MINUTES

August 28, 2025 at 2:00 PM

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

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

**CALL TO ORDER** by Mayor Pennant at 2:00PM

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

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

**ROLL CALL** given by Acting Town Clerk, Melissa Glogowski

### PRESENT

Bert Goddard  
Sam Pennant  
Willie Quarles  
Mary Richardson  
Annette Wilson

### NEW BUSINESS

#### A. BUDGET WORKSHOP

##### 1. WATER

The budget increased to \$3,909,679.00. This includes increases in salaries, overtime, taxes, retirement, insurance, workers comp, professional services, engineering, sampling, cell phones, website, postage, utility services, repair & maintenance, r&m water pumps, r&m vehicles, other current charges, office supplies, operating supplies, chemicals, uniforms, transportation, due & subscriptions, improvement other than building, PRWC Interconnect and water meters. This also includes a decrease in contract labor, software update, IT services and machinery & equipment.

##### 2. WASTEWATER

The budget decreased to \$1,532,913.00. This includes increases in salaries, overtime, taxes, retirement, insurance, professional services, engineering, sampling, sludge removal, travel & training, alarm monitoring, freight & postage, rent/leases/mortgage, vehicle repair, lift station maintenance, copies & printing, other current charges, office supplies, chemicals, transportation, and dues & subscriptions. This also includes a decrease in workers comp, contract labor, IT services, repair & maintenance, uniforms, American Care Act, and improvement other than building.

**3. STREETS**

The budget increased to \$692,311.00 This includes increases in salaries, overtime, taxes, retirement, alarm monitoring, freight & postage, uniforms, transportation, road materials & supplies and road resurfacing. This also includes a decrease in IT services, repair & maintenance, r&m vehicles, other current charges, operating supplies, dues & subscriptions and machinery & equipment.

**4. PARKS & RECREATION**

The budget decreased to \$278,876.00. This includes increases in salaries, overtime, taxes, retirement, health insurance, travel & training, freight & postage, utility services, operating supplies, uniforms, transportation, building improvement and machinery & equipment. This also includes a decrease in professional services, IT services, insurance, repair & maintenance, r&m vehicles, office supplies and capital equipment.

**5. SOLID WASTE**

The budget increased to \$722,291.00. This includes increases in salaries, overtime, retirement, health insurance, travel & training, landfill expense, contract labor, freight & postage, r&m vehicles, copies & printing, other current charges and operating supplies and uniforms. This also includes a decrease in taxes, workers comp, IT services, utility services, insurance, repair & maintenance, dues & subscriptions, capital assets and capital equipment.

**6. STORMWATER**

The budget increased to \$313,850.00. This includes increases in salaries, overtime, taxes, health insurance, professional services, engineering, insurance, repair & maintenance, r&m vehicles, other current charges, uniforms and dues & subscriptions. This also includes a decrease in IT services and operating supplies.

**7. FACILITY MAINTENANCE**

The budget increased to \$300,914.00. This includes increases in salaries, health insurance, workers comp, alarm monitoring, operating supplies, uniforms and building improvement. This also includes a decrease in taxes, IT services, repair & maintenance, other current charges, dues & subscriptions and improvement other than building.

**8. TRAIN DEPOT**

The budget decreased to \$713,992.86. This includes increases in salaries, taxes, life & health insurance, workers comp, utility services and other current charges. This also includes a decrease in IT services, insurance, lawn services, promotional activities, operating supplies and dues & subscriptions.

**ADJOURNMENT at 4:19PM**

Respectfully submitted,

**Melissa Glogowski**

Melissa Glogowski, Acting Town Clerk

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



# TOWN COMMISSION MEETING BUDGET WORKSHOP MINUTES

September 2, 2025 at 2:00 PM

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

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

**CALL TO ORDER** by Mayor Pennant at 2:00PM

**PLEDGE OF ALLEGIANCE** led by Mayor Pennant

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

**ROLL CALL** given by Acting Town Clerk, Melissa Glogowski

**PRESENT**

Bert Goddard  
Sam Pennant  
Mary Richardson  
Annette Wilson

**ABSENT**

Willie Quarles

**NEW BUSINESS**

**A. BUDGET WORKSHOP**

**1. CODE COMPLIANCE**

This includes a decrease in revenue expenses.

**2. ATTORNEY**

The budget will stay the same at \$180,000.00 for the year.

**3. COMMUNITY DISCUSSION**

Discussed Vision and Comp Plan.

**ADJOURNMENT at 2:26PM**

Respectfully submitted,

**Melissa Glogowski**

Melissa Glogowski, Acting Town Clerk

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

# Town of Dundee



## DUNDEE TOWN COMMISSION

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

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: *Planning and Zoning*

Name: *Donaldson Barclay*

Address: *205 Hillcrest Drive, Dundee FL 33838*

Phone: *917-536-0215*

Email Address: *dbarclay64@gmail.com*

What experience or qualities do you have that you feel would contribute to the board of your choice?

*I have experience as a Quality Assurance Manager. My home is in Dundee and I would like to see Dundee move to the next level.*

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

What date are you available to start? *ASAP*

How long have you been a resident of the Town? *4 years*

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

If so, which board and year:

Applicant Signature: *[Signature]* Date: *3/17/2026*

FOR OFFICE USE ONLY:

Received by \_\_\_\_\_ Date \_\_\_\_\_  
Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_

# Town of Dundee



## DUNDEE TOWN COMMISSION

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

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Planning and Zoning Board

Name: Virginia Shuff-Dowd

Address: 201 West Main St. Dundee Fl 33838

Phone: 863 242-5546

Email Address: Jennydowd57@yahoo.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

*I am retired and I love my town. I am 3rd generation here. I have BA from U.C.F. Legal Studies. I was a professional guardian for 25 years and contracted through the state. I work well with others.*

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

What date are you available to start? *ASAP*

How long have you been a resident of the Town? *35 years*

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

If so, which board and year: *NA*

Applicant Signature: *Virginia Shuff-Dowd* Date: 18 March 2026

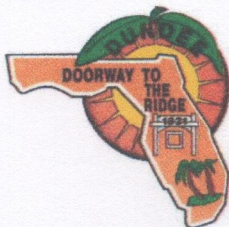
FOR OFFICE USE ONLY:

Received by *Christina K...* Date *3/18/2026*

Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

# Town of Dundee



## DUNDEE TOWN COMMISSION

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

### APPLICATION FOR BOARD MEMBERSHIP

Board of Interest: Planning and Zoning Board

Name: Tiffany McCracken

Address: 1206 Legatto Loop, Dundee, FL 33838

Phone: (863) 292-5399

Email Address: tiffanydmccracken@gmail.com

What experience or qualities do you have that you feel would contribute to the board of your choice?

I bring strong communication, organization, and problem-solving skills, along with a genuine commitment to serving the community. Through my leadership experience on a local board, I've worked collaboratively with diverse groups, managed projects and budgets, and helped balance different perspectives and priorities. I value transparency and responsible growth, with a strong desire to preserve our small-town charm while thoughtfully considering new opportunities that benefit the community. I'm detail oriented, a good listener, and committed to making well informed decisions that support both current needs and long term impact.

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

What date are you available to start? I'm available to start as soon as needed.

How long have you been a resident of the Town? 13 yrs

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

If so, which board and year:

Applicant Signature: Tiffany McCracken Date: 04/08/2026

FOR OFFICE USE ONLY:

Received by Melissa Glogowski Date 04/09/2026

Date reviewed by Mayor & Town Commission: \_\_\_\_\_ Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

**AGREEMENT FOR USE AS A POLLING PLACE**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between Melony Bell, in her official capacity as Supervisor of Elections for Polk County, Florida, hereafter referred to as SOE, and Dundee Community Center, hereafter referred to as "owner/manager/organization."

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

ACCORDINGLY the parties agree as follows:

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

Room: \_\_\_\_\_

Dates: **Tuesday, August 18, 2026**      **Primary Election**  
**Tuesday, November 3, 2026**      **General Election**

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

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

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

- "Owner/manager/organization" will be present to open and close the facility
- "Owner/manager/organization" will provide a key and security code (if applicable) to the Precinct Clerk upon request
- Other arrangement: \_\_\_\_\_

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

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

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

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

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

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

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

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**Name** \_\_\_\_\_  Primary Access  Primary Delivery  Alt Access  Alt Delivery  
 Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
 Email \_\_\_\_\_

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

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

Name \_\_\_\_\_

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

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

Electric Provider \_\_\_\_\_

Water Provider \_\_\_\_\_

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

Tables and Chairs for use in the polling room  Available  Not Available

Three electrical outlets in the polling room  Available  Not Available

7. If the polling location is located inside a gated community, "owner/manager/organization" agrees to open the gates no later than 6 am on election morning and leave them open until at least 8 pm on election night. In lieu of leaving the gates open, "owner/manager/organization" may provide staff to open and close the gates for election-related traffic during that period. In the event that the polls are ordered to remain open past 7 pm, "owner/manager/organization" agrees to keep the gates open or staffed until at least one hour after the official closing of the polls.

8. "Owner/manager/organization" agrees to notify staff and other interested parties that access to the room to be used as the polling room is prohibited on election day between 7 am and after 7 pm when the polls have officially closed, except for voters eligible to vote in that precinct. No one may enter or pass through the room for any reason.

9. "Owner/manager/organization" acknowledges that solicitation for campaigns, candidates, and issues, including placement of temporary signs, may occur on the referenced property in the area outside 150' from the entrance to the polling place.

10. "Owner/manager/organization" acknowledges that distribution or placement of printed material of any kind, or items such as food or beverages is prohibited on election day within the 150' radius from the polling room entrance.

11. If no fee has been requested by "owner/manager/organization," no payment shall be rendered by SOE. If a fee has been requested, SOE shall pay to "owner/manager/organization" the amount of \$\_\_\_\_\_ for each election for use of the premises as set forth in this agreement. If the premises will not be used for a particular election, 10 days advance notice will be provided to the "owner/manager/organization" and no payment shall be made. Payment shall be rendered approximately 30 days following each election. "Owner/manager/organization" agrees the check will be issued as follows:

Make check payable to \_\_\_\_\_  
Mail check to \_\_\_\_\_,  
\_\_\_\_\_, Florida \_\_\_\_\_

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

13. SOE, to the extent permitted by law, shall indemnify and hold harmless "owner/manager/organization" from and against any claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the use of the premises as a polling place as set forth in this Agreement, to the extent of its waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. "Owner/manager/organization" agrees to indemnify and hold harmless SOE from and against any claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from the condition of the premises within the control of "owner/manager/organization" only to the extent of its waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. Nothing herein is intended to act as a waiver of either party's sovereign immunity or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

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

- a. \_\_\_\_\_  
\_\_\_\_\_
- b. \_\_\_\_\_  
\_\_\_\_\_
- c. \_\_\_\_\_  
\_\_\_\_\_

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

16. The party authorized to execute this agreement on behalf of **Dundee Community Center** is:

Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_

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

Name \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_, Florida \_\_\_\_\_

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

**POLK COUNTY SUPERVISOR OF ELECTIONS**

**Dundee Community Center**

\_\_\_\_\_

\_\_\_\_\_ (sign)

Date

Date

\_\_\_\_\_ (print)



Philip F. Cossich, Jr. (1958 - 2025)  
 Darren D. Sumich  
 David A. Parsiola  
 Brandon J. Taylor  
 Christina M. Cossich  
 Andrew J. Cvitanovic

8397 Highway 23  
 Suite 100  
 Belle Chasse, Louisiana 70037  
 WWW.COSSICHLAW.COM  
 Office: (504) 394-9000  
 Fax: (504) 394-9110

Louise R. Caro  
 Of Counsel (Licensed in Florida)  
 Jody J. Fortunato  
 Luana N. Smith  
 Natalie A. Gibbs  
 Samuel L. Sands

April 1, 2026

Town of Dundee  
 202 East Main Street  
 Dundee, FL 33838

Re: Town of Dundee ("Client")  
 Claimant PWSID [FL6530485]  
 Settlement Claimant Identification No. [2001]  
 Our File No. 19-2404.327

### SETTLEMENT STATEMENT (Tyco Payment 1)

Gross Settlement Total Before Court Ordered 8% Common Benefit Fee Holdback		\$17,269.76
Net Amount Paid by Claims Administrator After Court Ordered 8% Common Benefit Fee Holdback		\$15,888.18
Attorney's Fee: 17%	(25% Legal Services Agreement percentage minus 8% Court ordered holdback)	
Attorney's Fee Breakdown (collectively "Attorneys"):		
The O'Toole Law Group	\$880.76	
Baron & Budd P.C.	\$1,027.55	
Cossich, Sumich, Parsiola & Taylor, LLC	\$1,027.55	
Total Attorney's Fees	\$2,935.86	-\$2,935.86
		\$12,952.32
Costs & Expenses:		
Litigation Expenses (Service Fees)	\$650.00	
Eurofins (Sampling & Testing)	\$3,240.00	
Total Costs & Expenses		-\$3,890.00
<b>Payable to Town of Dundee</b>		<b>\$9,062.32</b>

**Approved by Ken Cassel, as authorized on behalf of Town of Dundee**

Client will receive from Attorneys the sum of **\$9,062.32 DOLLARS**, in accordance with the above Statement. Client hereby approves of the distribution of funds as hereinabove set forth, the services of the Attorneys, and the amount and breakdown of the attorney's fee. Client further authorizes Attorneys to disburse the proceeds in accordance with the above itemization.

A copy of Rule 1.8 of the Louisiana Rules of Professional Conduct has been provided to Client. It allows attorneys to advance courts costs and litigation expenses prior to settlement but requires that a copy of the rule be provided at the time of the approval of any settlement disbursement sheet.

---

**Approved by Ken Cassel, as authorized on behalf  
of Town of Dundee**



Philip F. Cossich, Jr. (1958 - 2025)  
 Darren D. Sumich  
 David A. Parsiola  
 Brandon J. Taylor  
 Christina M. Cossich  
 Andrew J. Cvitanovic

8397 Highway 23  
 Suite 100  
 Belle Chasse, Louisiana 70037  
 WWW.COSSICHLAW.COM  
 Office: (504) 394-9000  
 Fax: (504) 394-9110

Louise R. Caro  
 Of Counsel (Licensed in Florida)  
 Jody J. Fortunato  
 Luana N. Smith  
 Natalie A. Gibbs  
 Samuel L. Sands

April 1, 2026

Town of Dundee  
 202 East Main Street  
 Dundee, FL 33838

Re: Town of Dundee ("Client")  
 Claimant PWSID [FL6530485]  
 Settlement Claimant Identification No. [2001]  
 Our File No. 19-2404.327

### SETTLEMENT STATEMENT (BASF Payment 1)

Gross Settlement Total Before Court Ordered 8% Common Benefit Fee Holdback			\$7,542.13
Net Amount Paid by Claims Administrator After Court Ordered 8% Common Benefit Fee Holdback			\$6,938.76
Attorney's Fee: 17%	(25% Legal Services Agreement percentage minus 8% Court ordered holdback)		
Attorney's Fee Breakdown (collectively "Attorneys"):			
The O'Toole Law Group		\$384.65	
Baron & Budd P.C.		\$448.76	
Cossich, Sumich, Parsiola & Taylor, LLC		\$448.75	
Total Attorney's Fees		\$1,282.16	-\$1,282.16
			\$5,656.60
<b>Payable to Town of Dundee</b>			<b>\$5,656.60</b>

**Approved by Ken Cassel, as authorized on behalf of Town of Dundee**

Client will receive from Attorneys the sum of **\$5,656.60 DOLLARS**, in accordance with the above Statement. Client hereby approves of the distribution of funds as hereinabove set forth, the services of the Attorneys, and the amount and breakdown of the attorney's fee. Client further authorizes Attorneys to disburse the proceeds in accordance with the above itemization.

A copy of Rule 1.8 of the Louisiana Rules of Professional Conduct has been provided to Client. It allows attorneys to advance courts costs and litigation expenses prior to settlement but requires that a copy of the rule be provided at the time of the approval of any settlement disbursement sheet.

---

**Approved by Ken Cassel, as authorized on behalf  
of Town of Dundee**

## Louisiana Rules of Professional Conduct

### Rule 1.8 Conflict of Interest: Current Clients: Specific Rules

- (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
- (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;
  - (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
  - (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.
- (b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.
- (c) A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift, is related to the client. For purposes of this paragraph, related persons include a spouse, child, grandchild, parent, or grandparent.
- (d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.
- (e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except as follows.
- (1) A lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter, provided that the expenses were reasonably incurred. Court costs and expenses of litigation include, but are not necessarily limited to, filing fees; deposition costs; expert witness fees; transcript costs; witness fees; copy costs; photographic, electronic, or digital evidence production; investigation fees; related travel expenses; litigation related medical expenses; and any other case specific expenses directly related to the representation undertaken, including those set out in Rule 1.8(e)(3).
  - (2) A lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.
  - (3) Overhead costs of a lawyer's practice which are those not incurred by the lawyer solely for the purposes of a particular representation, shall not be passed on to a client. Overhead costs include, but are not necessarily limited to, office rent, utility costs, charges for local telephone service, office supplies, fixed asset expenses, and ordinary secretarial and staff services.

With the informed consent of the client, the lawyer may charge as recoverable costs such items as computer legal research charges, long distance telephone expenses, postage charges, copying charges, mileage and outside courier service charges, incurred solely for

the purposes of the representation undertaken for that client, provided they are charged at the lawyer's actual, invoiced costs for these expenses.

With client consent and where the lawyer's fee is based upon an hourly rate, a reasonable charge for paralegal services may be chargeable to the client. In all other instances, paralegal services shall be considered an overhead cost of the lawyer.

- (4) In addition to costs of court and expenses of litigation, a lawyer may provide financial assistance to a client who is in necessitous circumstances, subject however to the following restrictions.
- (i) Upon reasonable inquiry, the lawyer must determine that the client's necessitous circumstances, without minimal financial assistance, would adversely affect the client's ability to initiate and/or maintain the cause for which the lawyer's services were engaged.
  - (ii) The advance or loan guarantee, or the offer thereof, shall not be used as an inducement by the lawyer, or anyone acting on the lawyer's behalf, to secure employment.
  - (iii) Neither the lawyer nor anyone acting on the lawyer's behalf may offer to make advances or loan guarantees prior to being hired by a client, and the lawyer shall not publicize nor advertise a willingness to make advances or loan guarantees to clients.
  - (iv) Financial assistance under this rule may provide but shall not exceed that minimum sum necessary to meet the client's, the client's spouse's, and/or dependents' documented obligations for food, shelter, utilities, insurance, non-litigation related medical care and treatment, transportation expenses, education, or other documented expenses necessary for subsistence.
- (5) Any financial assistance provided by a lawyer to a client, whether for court costs, expenses of litigation, or for necessitous circumstances, shall be subject to the following additional restrictions.
- (i) Any financial assistance provided directly from the funds of the lawyer to a client shall not bear interest, fees or charges of any nature.
  - (ii) Financial assistance provided by a lawyer to a client may be made using a lawyer's line of credit or loans obtained from financial institutions in which the lawyer has no ownership, control and/or security interest; provided, however, that this prohibition shall not apply to any federally insured bank, savings and loan association, savings bank, or credit union where the lawyer's ownership, control and/or security interest is less than 15%.
  - (iii) Where the lawyer uses a line of credit or loans obtained from financial institutions to provide financial assistance to a client, the lawyer shall not pass on to the client interest charges, including any fees or other charges attendant to such loans, in an amount exceeding the actual charge by the third party lender, or ten percentage points above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15th of each year in which the loan is outstanding, whichever is less.

- (iv) A lawyer providing a guarantee or security on a loan made in favor of a client may do so only to the extent that the interest charges, including any fees or other charges attendant to such a loan, do not exceed ten percentage points (10%) above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15th of each year in which the loan is outstanding. Interest together with other charges attendant to such loans which exceeds this maximum may not be the subject of the lawyer's guarantee or security.
  - (v) The lawyer shall procure the client's written consent to the terms and conditions under which such financial assistance is made. Nothing in this rule shall require client consent in those matters in which a court has certified a class under applicable state or federal law; provided, however, that the court must have accepted and exercised responsibility for making the determination that interest and fees are owed, and that the amount of interest and fees chargeable to the client is fair and reasonable considering the facts and circumstances presented.
  - (vi) In every instance where the client has been provided financial assistance by the lawyer, the full text of this rule shall be provided to the client at the time of execution of any settlement documents, approval of any disbursement sheet as provided for in Rule 1.5, or upon submission of a bill for the lawyer's services.
  - (vii) For purposes of Rule 1.8(e), the term "financial institution" shall include a federally insured financial institution and any of its affiliates, bank, savings and loan, credit union, savings bank, loan or finance company, thrift, and any other business or person that, for a commercial purpose, loans or advances money to attorneys and/or the clients of attorneys for court costs, litigation expenses, or for necessitous circumstances.
- (f) A lawyer shall not accept compensation for representing a client from one other than the client unless:
- (1) the client gives informed consent, or the compensation is provided by contract with a third person such as an insurance contract or a prepaid legal service plan;
  - (2) there is no interference with the lawyer's independence or professional judgment or with the client-lawyer relationship; and
  - (3) information relating to representation of a client is protected as required by Rule 1.6.
- (g) A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless each client gives informed consent, in a writing signed by the client, or a court approves a settlement in a certified class action. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.
- (h) A lawyer shall not:
- (1) make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement; or
  - (2) settle a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of seeking and is given a

reasonable opportunity to seek the advice of independent legal counsel in connection therewith.

- (i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:
  - (1) acquire a lien authorized by law to secure the lawyer's fee or expenses; and
  - (2) contract with a client for a reasonable contingent fee in a civil case.
- (j) [Reserved].
- (k) A lawyer shall not solicit or obtain a power of attorney or mandate from a client which would authorize the attorney, without first obtaining the client's informed consent to settle, to enter into a binding settlement agreement on the client's behalf or to execute on behalf of the client any settlement or release documents. An attorney may obtain a client's authorization to endorse and negotiate an instrument given in settlement of the client's claim, but only after the client has approved the settlement.
- (l) While lawyers are associated in a firm, a prohibition in the foregoing paragraphs (a) through (k) that applies to any one of them shall apply to all of them.

# PROCLAMATION



**WHEREAS**, Autism Awareness Month is observed annually in April intended to increase understanding and acceptance of the Autism Spectrum Disorder; and

**WHEREAS**, Autism Spectrum Disorder refers to a broad range of conditions characterized by challenges with social skills, repetitive behaviors, speech, and nonverbal communication’ it is accompanied by medical issues such as GI disorders, seizures, sleep disturbances, anxiety, and depression; research indicates that early diagnosis, intervention, and access to support services leads to positive outcomes for those living with the disorder; and

**WHEREAS**, National Autism Awareness month is backed by the Autism Society of America which has local chapters throughout the United States which hold special events throughout April and undertake a number of activities to raise awareness of autism; and

**WHEREAS**, Autism Awareness Month promotes acceptance and celebration of those on the spectrum who are our family members, friends, classmates, co-workers, and community members and the valuable contributions and richness they bring to our world; and

**WHEREAS**, Autism Spectrum Disorder is a natural variation of the human experience, and we can all create a world which values, includes, and celebrates all minds and abilities; and

**NOW, THEREFORE**, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby recognize and proclaim the month of April as:

## NATIONAL AUTISM AWARENESS MONTH

and encourages all residents to be better informed; more empathetic and supportive of those on the Autism Spectrum.

Dated this 21<sup>st</sup> day of April, 2026

\_\_\_\_\_  
Sam Pennant, Mayor

Attest:

\_\_\_\_\_  
Erica Anderson, Town Clerk

# PROCLAMATION



**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE**, I, Samuel Pennant, Mayor of the Town of Dundee, do hereby proclaim Friday, April 24<sup>th</sup>, 2026, as

## ARBOR DAY



and urge all Residents to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the Town of Dundee to be affixed this 21<sup>st</sup> day of April 2026.

\_\_\_\_\_  
**Sam Pennant, Mayor**

**Attest:**

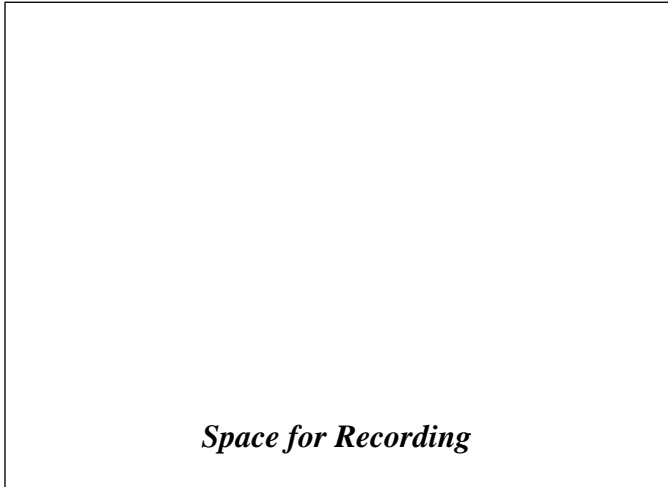
\_\_\_\_\_  
**Erica Anderson, Town Clerk**



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Lorraine Peterson- Planning & Zoning Department	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-02 2 <sup>nd</sup> READING WAWA ZONING MAP AMENDMENT		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	I move the Town Commission <b>approve Ordinance 26-02</b> of the request by Matthew Dundee Investments, LLC to amend the Zoning Map for property located in the Town of Dundee from General Retail Commercial (CC) to Highway Commercial on 2.86+/- acres of land. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, and Range 27.		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Applicant, Matthew Dundee Investments, LLC is requesting an amendment to the Zoning Map for property located in the Town of Dundee. The current Zoning is General Retail Commercial (CC), the proposed zoning is Highway Commercial (CH) on 2.86 +/- acres. The proposed site is located at the northeast corner of Highway 27 and Dundee Road on 2.86 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcels:</p> <p style="text-align: center;">272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>	X	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Ordinance 26-02 BIE		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE: 26-02 2<sup>nd</sup> reading</b>

<p><b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b>  <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i></p>	<p>AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM GENERAL RETAIL COMMERCIAL (CC) TO HIGHWAY COMMERCIAL (CH) ON APPROXIMATELY 2.86 +/- ACRES, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD IN THE TOWN OF DUNDEE IN SECTION 29, TOWNSHIP 28, RANGE 27, FURTHER DESCRIBED AS PARCELS: 272829-848000-001430, 272829-848000-001060,272829-848000-001082,272829-848000-001080, 272829-848000-001102,272829-848000-001101,272829-848000-001121, 272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.</p>	<p>Item 3.</p>
<p><b>FISCAL IMPACT</b> <i>(if any):</i></p>	<p>This Ordinance will not produce any fiscal impacts to the Town.</p>	<p>\$0.00</p>



**ORDINANCE NO. 26-02**

**AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM GENERAL RETAIL COMMERCIAL (CC) TO HIGHWAY COMMERCIAL (CH) ON APPROXIMATELY 2.86 +/- ACRES, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD IN THE TOWN OF DUNDEE IN SECTION 29, TOWNSHIP 28, RANGE 27, FUTHER DESCRIBED AS PARCELS: 272829-848000-001430, 272829-848000-001060,272829-848000-001082,272829-848000-001080, 272829-848000-001102,272829-848000-001101,272829-848000-001121, 272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Matthew Dundee Investments, LLC have applied to amend the Official Zoning Map designation for property located in the Town of Dundee from General Retail Commercial (CC) on 2.86 +/- acres to Highway Commercial (CH) on approximately 2.86 +/- acres, located at the northeast corner of highway 27 and Dundee Road, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082,272829-848000-001080, 272829-848000-001102, 272829-848000-001101,272829-848000-001121,272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; and

**WHEREAS**, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipality zoned area of the Town; and

**WHEREAS**, on December 18, 2025, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town’s Planning and Zoning Board, sitting as the Local

Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

**WHEREAS**, on December 18, 2025, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

**WHEREAS**, on December 18, 2025, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the rezoning as set forth in this Ordinance to the Town Commission; and

**WHEREAS**, as a result of this Ordinance being initiated by the Applicant (not the municipality), the Town Commission of the Town of Dundee held duly noticed public meetings for this Ordinance amending the Official Zoning Map of the Town of Dundee regarding the parcel shown on Exhibit "A" attached hereto and incorporated herein by reference in accordance with Section 166.041 (3), (a) of the Florida Statutes, to provide the public an opportunity to be heard, obtain public comment, and receive and consider all written and oral testimony presented during such public meetings, including supporting documentation; and

**WHEREAS**, in exercise of its authority, the Town Commission of the Town of Dundee has determined it necessary to amend the Official Zoning Map to change the Town zoning classifications assigned to these properties.

**NOW, THEREFORE**, be it enacted by the Town Commission of the Town of Dundee, Florida:

**Section 1.** The Official Zoning Map of the Town of Dundee is amended so as to change the Town zoning classification of General Retail Commercial (CC) on 2.86 +/- acres to Highway Commercial (CH) on approximately 2.86 +/- acres generally located at the northeast corner of Highway 27 and Dundee Road, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 , as shown in Exhibit "A" which is attached hereto and incorporated herein by reference.

**Section 2. Repealing.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Town of Dundee  
Ordinance No. 26-02  
Wawa Zoning Map Amendment

**Section 3. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 4. Codification.** This Ordinance shall not be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting Ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon adoption.

INTRODUCED on first reading this \_\_\_\_ day of \_\_\_\_\_, 2026.

PASSED on second reading this \_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF DUNDEE, FLORIDA**

\_\_\_\_\_  
Mayor- Sam Pennant

ATTEST:

\_\_\_\_\_  
Town Clerk – Erica Anderson

Approved as to form:

\_\_\_\_\_  
Town Attorney - Markeishia Smith

**Composite Exhibit "A"**  
**Ordinance No. 26-02**  
**Legal Description**  
**Page 1 of 4**

27282984800001060 SCENIC HEIGHTS PB 22 PG 21 LOTS 108 & S PT OF CLOSED ST W OF  
SAME & 107 & LOT 159 LESS HWY

27282984800001430 SCENIC HEIGHTS PB 22 PG 21 LOTS 143 THRU 146 & PT OF CLOSED  
ST W OF LOT 146 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001082 SCENIC HEIGHTS PB 22 PG 21 LOT 108 W1/2

27282984800001080 SCENIC HEIGHTS PB 22 PG 21 LOTS 108 E1/2 & 109

27282984800001102 SCENIC HEIGHTS PB 22 PG 21 LOT 110 N1/2 & N1/2 OF 111

27282984800001101 SCENIC HEIGHTS PB 22 PG 21 LOTS 110 S1/2 & S1/2 OF 111

27282984800001390 SCENIC HEIGHTS PB 22 PG 21 LOTS 139 THRU 142 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001121 SCENIC HEIGHTS PB 22 PG 21 LOT 112 N 50 FT & N 50 FT OF 113

27282984800001122 SCENIC HEIGHTS PB 22 PG 21 LOTS 112 LESS N 50 FT & 113 LESS N 50 FT

27282984800001142 SCENIC HEIGHTS PB 22 PG 21 LOTS 114 LESS S 50 FT & 115 LESS S 50 FT

27282984800001141 SCENIC HEIGHTS PB 22 PG 21 LOT 114 S 50 FT & S 50 FT OF LOT 115

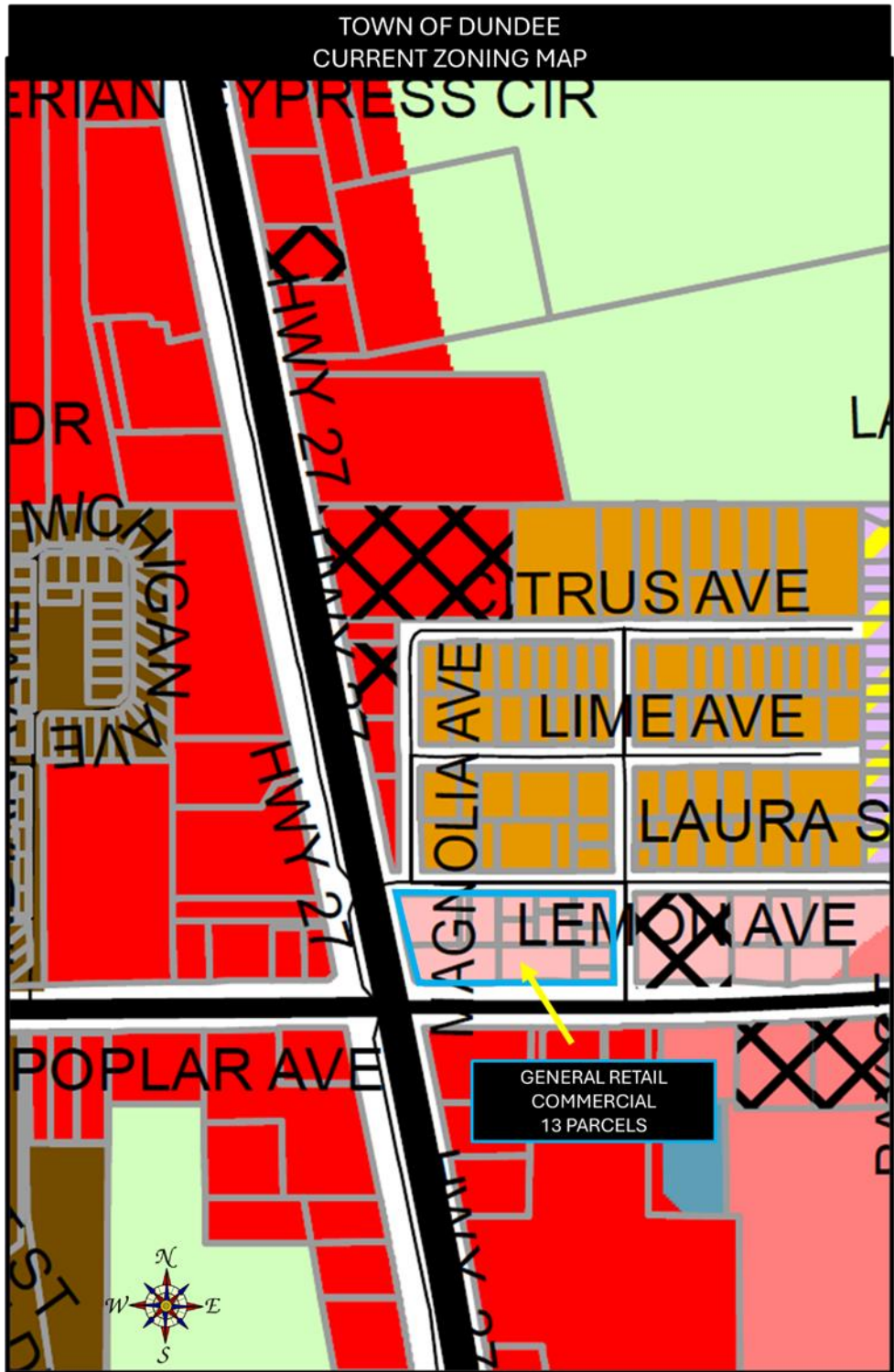
27282984800001371 SCENIC HEIGHTS PB 22 PG 21 LOT 137 N 60 FT & N 60 FT OF 138

27282984800001372 SCENIC HEIGHTS PB 22 PG 21 LOTS 137 S 75 FT LESS RD R/W & S 75 FT OF 138 LESS RD R/W & LESS  
ADDNL RD R/W PER OR 10026-338 THRU 347

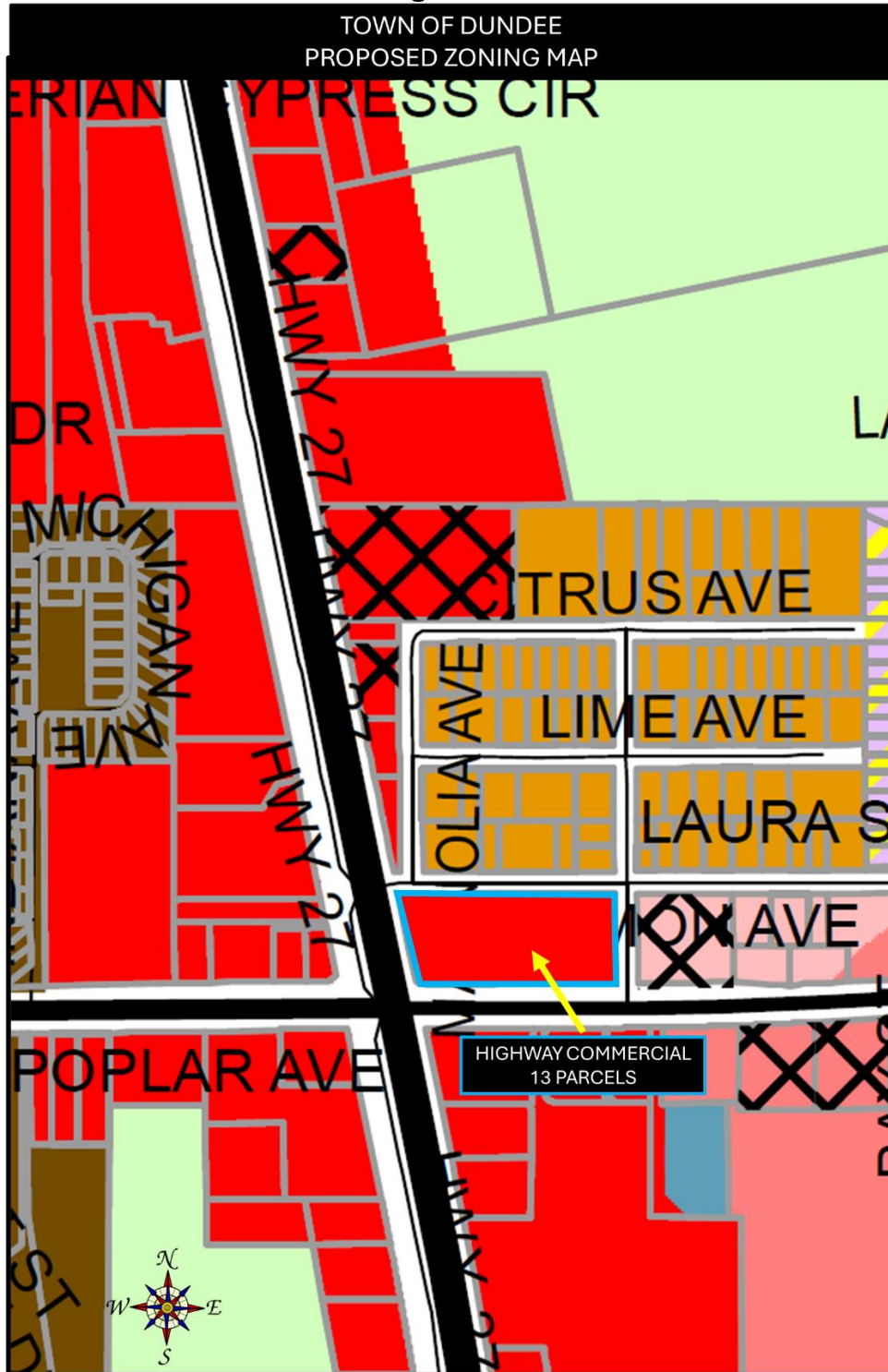
**Composite Exhibit "A"**  
**Ordinance No. 26-02**  
**Location Maps**  
**Page 2 of 4**



**Composite Exhibit "A"**  
**Ordinance No. 26-02**  
**Zoning Maps**  
**Page 3 of 4**



**Composite Exhibit "A"**  
**Ordinance No. 26-02**  
**Zoning Maps**  
**Page 4 of 4**



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

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

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

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

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is,

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

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 26-05* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

- The Ordinance is required for compliance with Federal or State law or regulation;
- The Ordinance relates to the issuance or refinancing of debt;
- The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- The Ordinance is an emergency ordinance;
- The Ordinance relates to procurement; or
- The Ordinance is enacted to implement the following:
  - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

AN ORDINANCE OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF DUNDEE, FLORIDA; SPECIFICALLY, CHANGING THE ZONING DESIGNATION FROM GENERAL RETAIL COMMERCIAL (CC) TO HIGHWAY COMMERCIAL (CH) ON APPROXIMATELY 2.86 +/- ACRES, LOCATED AT THE NORTHEAST CORNER OF HIGHWAY 27 AND DUNDEE ROAD IN THE TOWN OF DUNDEE IN SECTION 29, TOWNSHIP 28, RANGE 27, FUTHER DESCRIBED AS PARCELS:

*Town of Dundee, Florida*  
*Ordinance No. 26-02*  
*Wawa Zoning Map Amendment*

272829-848000-001430, 272829-848000-001060,272829-848000-001082,272829-848000-001080,272829-848000-001102,272829-848000-001101,272829-848000-001121,272829-848000-001122,272829-848000-001142,272829-848000-001141,272829-848000-001371,272829-848000-001372,272829-848000-001390 ; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

The purpose is to:

Take the current zoning map from General Retail Commercial (CC) to Highway Commercial (CH) to keep in line with the Town of Dundee Comprehensive Plan and Land Development Code.

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

This ordinance pertains to an applicant initiated zoning map amendment and does not impose any operational or financial requirements on other private businesses.

Estimated Impact:

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

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

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-02*:**

Estimated number of impacted businesses: 0

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

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

None currently.

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT

	<b>To:</b> Town Commission
	<b>Agenda Date:</b> April 21, 2026
	<b>Department:</b> Planning and Zoning
	<b>Discussion Topic:</b> Zoning Map Amendment- change from General Retail Commercial (CC) to Highway Commercial (CH)
	<b>Applicant:</b> Matthew Dundee, LLC
	<b>Property Owners:</b> Cynthia C Payne & Payne 27 LLC
	<b>Planning &amp; Zoning Board Recommendation:</b> Approved 4-0-December 18, 2025
	<b>Town Commission 1<sup>st</sup> Hearing:</b> Approved 5-0, March 10, 2026
	<b>Town Commission 2<sup>nd</sup> Hearing:</b> Pending Hearing
	<b>DEO Comments:</b> N/A
<b>Prepared By:</b> Lorraine Peterson, Development Director	

## BACKGROUND AND SITE LOCATION

The Applicant, Matthew Dundee Investments, LLC is requesting an amendment to the Zoning Map for property located in the Town of Dundee. The current Zoning is General Retail Commercial (CC), the proposed zoning is Highway Commercial (CH) on 2.86 +/- acres.

The proposed site is located at the northeast corner of Highway 27 and Dundee Road on 2.86 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcels:

- 272829-848000-001430, 272829-848000-001060, 272829-848000-001082,
- 272829-848000-001080, 272829-848000-001102, 272829-848000-001101,
- 272829-848000-001121, 272829-848000-001122, 272829-848000-001142,
- 272829-848000-001141, 272829-848000-001371, 272829-848000-001372,
- 272829-848000-001390

**TOWN OF DUNDEE  
TOWN COMMISSION  
WAWA ZONING MAP AMENDMENT  
FUTURE LAND USE MAP**

**Policy 2.8: Commercial**

The primary function of the Commercial classification is to accommodate shopping needs of residents living in and near the town. Permitted uses include retail stores, shopping centers, offices, services, financial institutions, hotels, motels, and restaurants. Residential uses may be permitted with proper buffering, including single-family houses, duplexes, apartments, and condominiums up to 9.99 dwelling units per acre. A maximum of 35% of the total acreage allocated to the Commercial Future Land Use Category may include residential uses. Floor area ratios for commercial structures shall not exceed 2.0.

**PROPOSED ZONING MAP AMENDMENT**

**2.02.02.10. CH Highway Commercial**

- (A) FLUM designation: Commercial of Downtown Transitional
- (B) *Purpose:* The purpose of the CH highway commercial zoning district shall be to locate and establish areas within the Town of Dundee which are deemed suited for the development and maintenance of business and commercial activities highly dependent upon immediate access to major highways; to designate those uses and services deemed appropriate for location and development within said zoning district; and to establish such development standards and provisions as are necessary to ensure proper development and functioning of uses within the district.
- (C) *Permitted principal uses and structures:* The uses and structures marked as "P" in the Table of Land Uses are permitted. The following information is further clarification to some of the uses specified as "P" in the Table of Uses:
- (1) Any use listed as being permitted with a CC zoning district;
  - (2) Minor Automotive sales and/or repair, provided that all repair activity is conducted wholly within an enclosed building;
  - (3) Engine sales and service, provided that all service is conducted entirely within an enclosed building.
- (D) *Accessory uses:* As set forth in section 2.01.02.
- (E) *Special exception uses:* The uses and structures marked as "S" in the Table of Land Uses may be permitted only following the review and specific approval thereof by the planning and zoning board and town commission.
- (F) *Minimum lot requirements:* None, provided that any lot shall be of adequate size and proportions to meet all applicable requirements of this ordinance.
- (G) *Maximum building coverage:* 50 percent.

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT

- (H) *Maximum building height:* 35 feet.
- (I) *Minimum floor area:* Not applicable in this district.
- (J) *Minimum yard requirements:*
  - (1) *Front yard:* 25 feet.
  - (2) *Side yard:* A combined total of 25 feet for both side yards, and a minimum width of ten feet for one yard.
  - (3) *Rear yard:* 25 feet.
  - (4) *Buffering:* Where applicable, buffering shall be provided in accordance with the provisions of section 2.03.00.
- (K) *Other requirements:*
  - Offstreet parking and service requirements:* As set forth in section 3.03.00.

**ANALYSIS**

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

**SURROUNDING USES**

**Table 1: Surrounding Uses**

<b>Northwest</b> Bar & Vacant Land FLU-Commercial Zoning-CH	<b>North</b> Dundee Commercial & Residential FLU-Comm. & MDR Zoning-CH & RTF	<b>Northeast</b> Dundee Residential FLU-MDR Zoning-RTF
<b>West</b> Dundee Auto Sales FLU-Commercial Zoning-CH	<b>Subject Site</b> Medical Clinic/ Vacant Land Current FLU-Commercial Current Zoning- CC Proposed Zoning-CH	<b>East</b> Dundee Commercial FLU-Commercial Zoning-CC
<b>Southwest</b> Dundee Gas Station FLU-Commercial Zoning-CH	<b>South</b> Dundee Hardee’s & Grease Monkey FLUM-Commercial Zoning-CH	<b>Southeast</b> Dundee Ridge Community Church FLU-Commercial Zoning-CH

*Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff*

# TOWN OF DUNDEE

## TOWN COMMISSION

### WAWA ZONING MAP AMENDMENT

#### Potable Water and Sanitary Sewer

This site is currently served by the Town of Dundee's potable water system and sanitary sewer is provided by the current business septic system but there is a 8" force main located on Lemon

#### Solid Waste

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

#### Roads

Access to the proposed site will be off Lemon Ave, and Dundee Road and a traffic impact study is currently being reviewed by FDOT and the Town.

#### Recreation

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

#### Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Tortoises, Sand Skinks and threatened species, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed at that time.

#### School Impacts

The current and proposed zoning land use does not pose any impact of the public school system. However, any development will have to address school concurrency issues and any necessary mitigation at the time of site plan approval.

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town’s Comprehensive Plan. The request is consistent with the Comprehensive Plan.

**Table 2: Consistency with the Comprehensive Plan**

Comprehensive Plan Policy	Analysis
<p><b>FLU Policy 5.1:</b> Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Potable water is currently provided by the TOD, and septic currently serves as the wastewater but there is an 8” force main on the south side of Lemon Ave.</p>
<p><b>FLU Policy 5.2:</b> Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> <li>1. Infrastructure Element</li> <li>2. Transportation Element</li> <li>3. Capital Improvements Element</li> <li>4. Public School Facilities Element</li> </ol>	<p>The proposed impacts of the potential Zoning map amendment can be facilitated. There is currently a Medical Clinic on the proposed site the has potable water provided by the Town of Dundee and there is an 8” force main on the southside of Lemon Ave.</p>
<p><b>FLU Policy 6.1:</b> Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located near an existing development.</p>

**TOWN OF DUNDEE  
TOWN COMMISSION  
WAWA ZONING MAP AMENDMENT**

<p><b>FLU Policy 6.2:</b> Promote compact urban growth through the location of public facility expansions contiguous to existing development areas</p>	<p>The proposed site currently has a commercial business on it and therefore represents a very efficient pattern of growth.</p>
<p><b>CIE Policy 2.3:</b> At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available at the time of site plan approval to keep the levels of service in all areas.</p>
<p><b>PSFE Policy 2.4.1:</b> Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.</p>	<p>The current and proposed use is commercial and does not pose any impact on the public school system.</p>

**DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Zoning Map Amendment for Hunter Engineering, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

- TOD Fire Chief- Chief Joseph Carbon
- TOD Public Works Director-Johnathan Vice
- TOD Utilities Director-Tracy Mercer
- TOD Utilities Supervisor- Raymond Morales
- TOD Development Services Director-Lorraine Peterson
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
- TOD Consulting Attorney- Markeishia L. Smith, P.A.

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT

## MOTION OPTIONS:

1. I move the Town Commission **approve Ordinance 26-02** the request by Matthew Dundee Investments, LLC to amend the Zoning Map for property located in the Town of Dundee from General Retail Commercial (CC) to Highway Commercial on 2.86+/- acres of land. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels:

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2. I move the Town Commission **approve Ordinance 26-02** the request by Matthew Dundee Investments, LLC to amend the Zoning Map for property located in the Town of Dundee from General Retail Commercial (CC) to Highway Commercial on 2.86+/- acres of land. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels:

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3. I move the Town Commission **deny Ordinance 26-02** the request by Matthew Dundee Investments, LLC to amend the Zoning Map for property located in the Town of Dundee from General Retail Commercial (CC) to Highway Commercial on 2.86+/- acres of land. The subject property is located at the northeast corner of Hwy. 27 & Dundee Rd, further described as parcels:

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TOWN OF DUNDEE  
TOWN COMMISSION  
WAWA ZONING MAP AMENDMENT

- Attachments: Legal Descriptions  
Location Map  
Aerial Map  
Existing Zoning Map  
Proposed Map

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT

27282984800001060 SCENIC HEIGHTS PB 22 PG 21 LOTS 106 & S PT OF CLOSED ST W OF SAME & 107 & LOT 159 LESS HWY

27282984800001430 SCENIC HEIGHTS PB 22 PG 21 LOTS 143 THRU 146 & PT OF CLOSED ST W OF LOT 146 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001082 SCENIC HEIGHTS PB 22 PG 21 LOT 108 W1/2

27282984800001080 SCENIC HEIGHTS PB 22 PG 21 LOTS 108 E1/2 & 109

27282984800001102 SCENIC HEIGHTS PB 22 PG 21 LOT 110 N1/2 & N1/2 OF 111

27282984800001101 SCENIC HEIGHTS PB 22 PG 21 LOTS 110 S1/2 & S1/2 OF 111

27282984800001390 SCENIC HEIGHTS PB 22 PG 21 LOTS 139 THRU 142 LESS RD R/W PER OR 10026-429 THRU 435

27282984800001121 SCENIC HEIGHTS PB 22 PG 21 LOT 112 N 50 FT & N 50 FT OF 113

27282984800001122 SCENIC HEIGHTS PB 22 PG 21 LOTS 112 LESS N 50 FT & 113 LESS N 50 FT

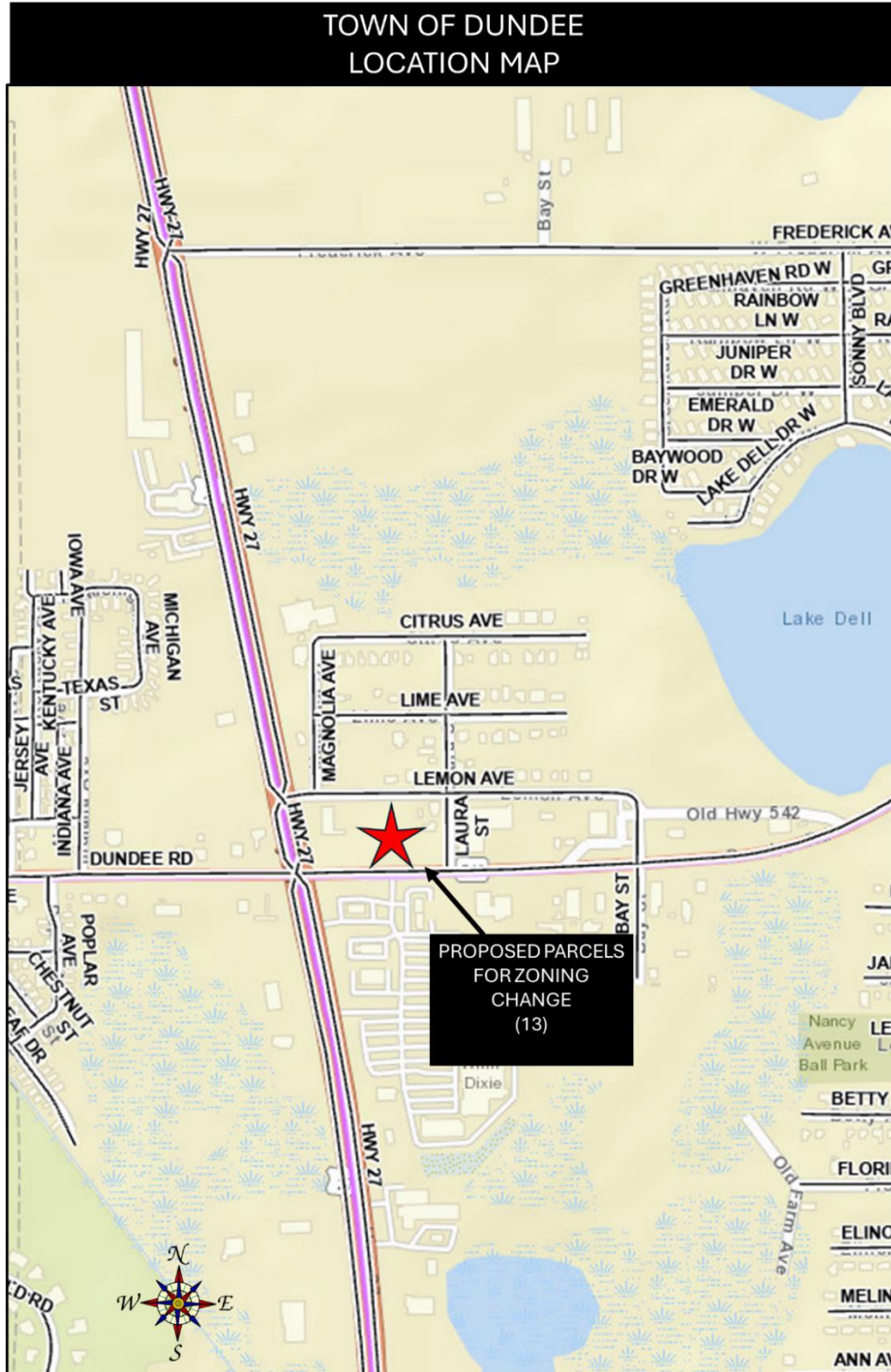
27282984800001142 SCENIC HEIGHTS PB 22 PG 21 LOTS 114 LESS S 50 FT & 115 LESS S 50 FT

27282984800001141 SCENIC HEIGHTS PB 22 PG 21 LOT 114 S 50 FT & S 50 FT OF LOT 115

27282984800001371 SCENIC HEIGHTS PB 22 PG 21 LOT 137 N 60 FT & N 60 FT OF 138

27282984800001372 SCENIC HEIGHTS PB 22 PG 21 LOTS 137 S 75 FT LESS RD R/W & S 75 FT OF 138 LESS RD R/W & LESS ADDNL RD R/W PER OR 10026-338 THRU 347

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT LEGAL DESCRIPTION



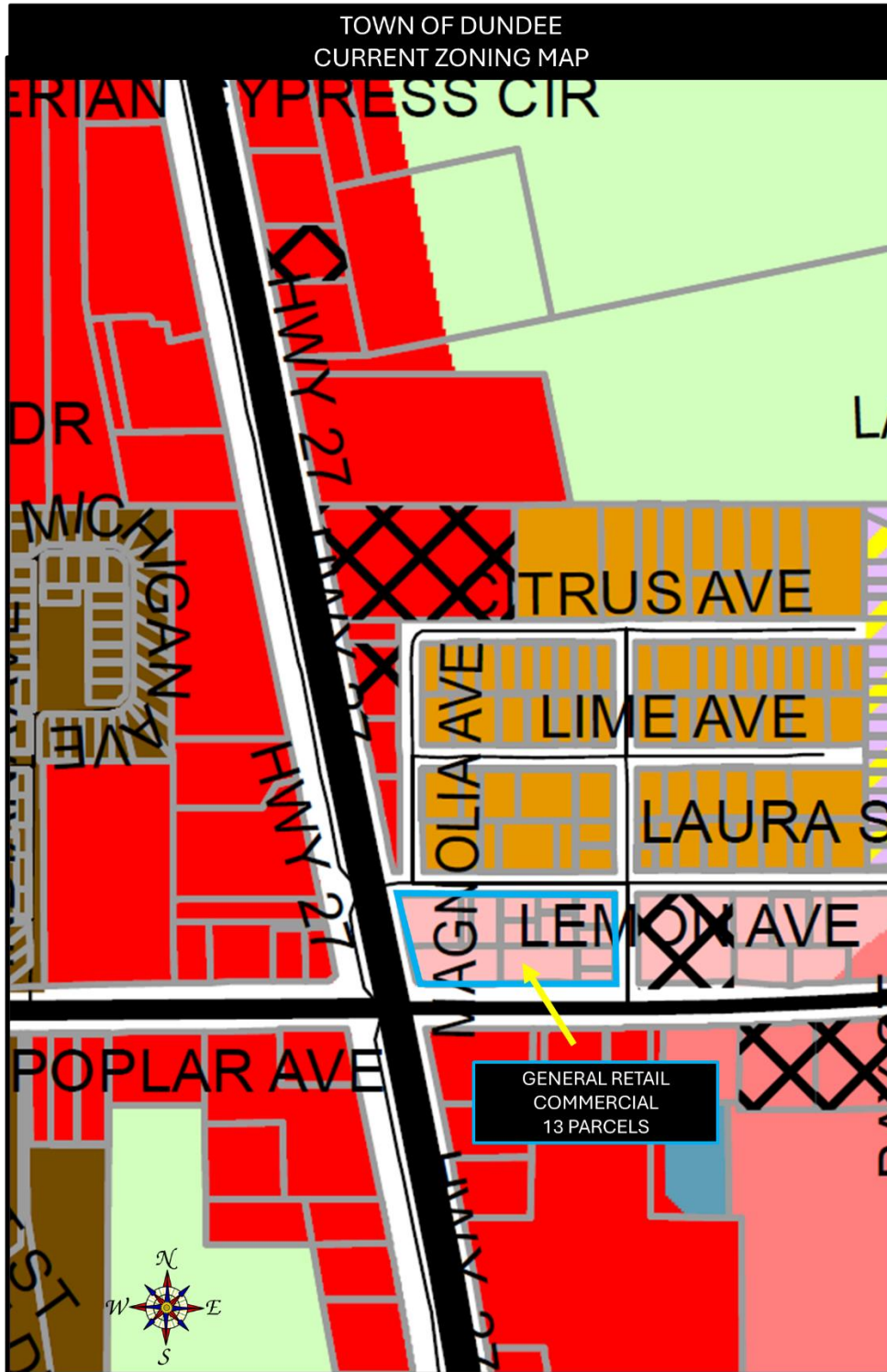
## LOCATION MAP

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT



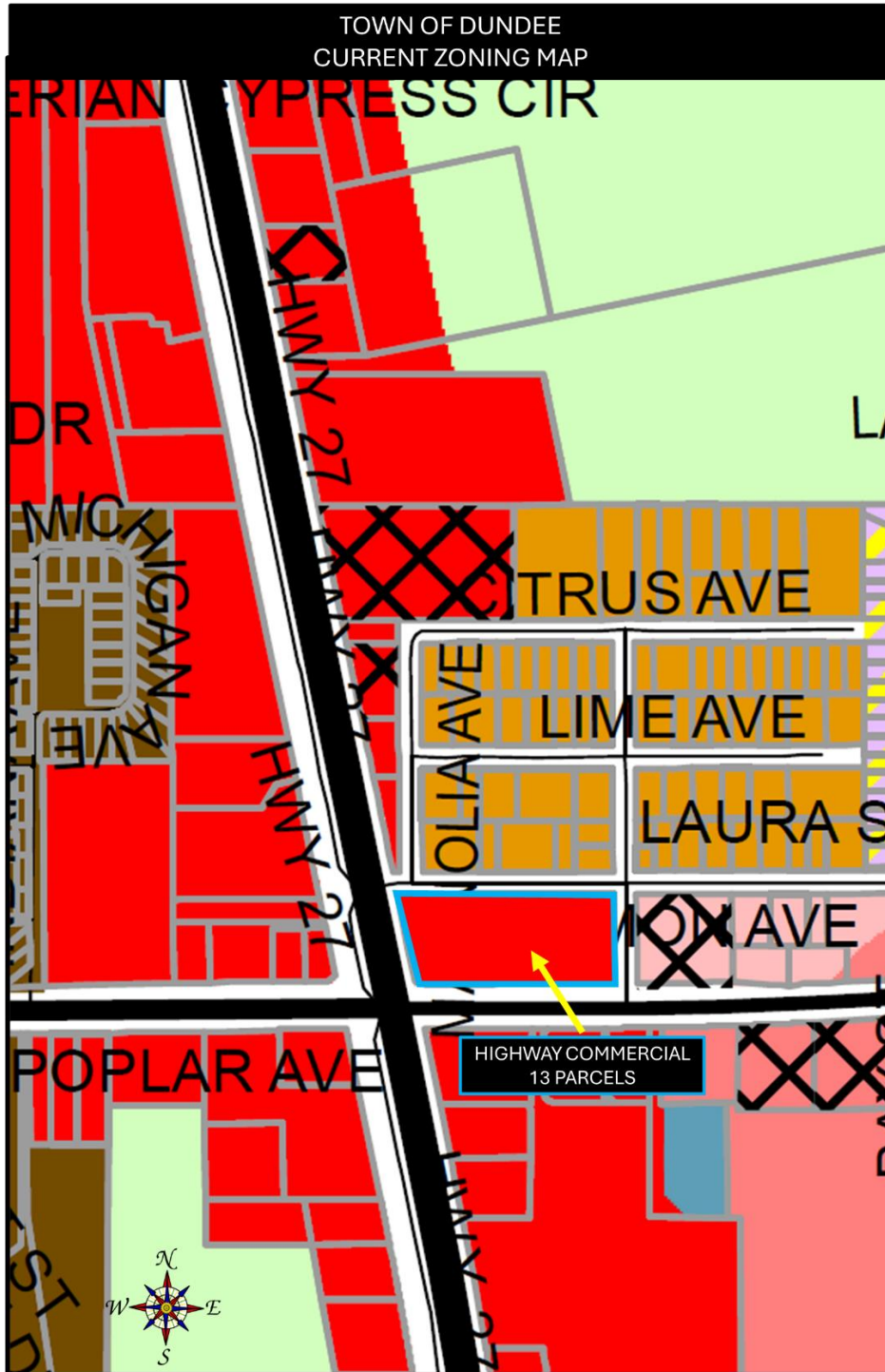
## AERIAL MAP

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT



## CURRENT ZONING MAP

# TOWN OF DUNDEE TOWN COMMISSION WAWA ZONING MAP AMENDMENT



## PROPOSED ZONING MAP



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Ken Cassel, Town Manager	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-04 2 <sup>nd</sup> READING, IMPLEMENTING ADMINISTRATIVE APPROVAL OF PLATS.		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Staff recommends that the Town Commission approve Ordinance 26-04 implementing the requirements of Section 177.071, Florida Statutes, and designating the Town Manager or their designee as the administrative official authorized to review, approve, conditionally approve, deny, and execute plats and replats on behalf of the Town of Dundee.		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>During the 2025 Legislative Session, the Florida Legislature adopted Senate Bill 784, to require that local governments provide for the administrative approval of plats and replats when such plats meet all applicable statutory and local land development requirements.</p> <p>The amendments became effective July 1, 2025, and require municipalities to designate an administrative official responsible for reviewing and approving compliant plats. The purpose of the legislation is to streamline the development review process and ensure that compliant plats are approved administratively rather than requiring formal action by the governing body.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT</b>	<input type="checkbox"/>	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>	<input type="checkbox"/>	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>	<input checked="" type="checkbox"/>	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 26-04 Implementing Administrative Approval of Plats Senate Bill 784 BIE		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	<input type="checkbox"/>	<b>ORDINANCE: 26-04 2<sup>ND</sup> reading</b> <input checked="" type="checkbox"/>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>	A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, IMPLEMENTING THE REQUIREMENTS OF SECTION 177.071, FLORIDA STATUTES, AS AMENDED BY CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784), RELATING TO ADMINISTRATIVE APPROVAL OF PLATS; DESIGNATING THE TOWN MANAGER OR THEIR DESIGNEE AS THE ADMINISTRATIVE OFFICIAL AUTHORIZED TO REVIEW, APPROVE, CONDITIONALLY APPROVE, DENY, AND EXECUTE FINAL PLATS AND REPLATS ON BEHALF OF THE TOWN WHEN SUCH PLATS MEET ALL APPLICABLE STATUTORY AND LOCAL REQUIREMENTS; PROVIDING FOR ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.		
<b>FISCAL IMPACT (if any):</b>	There is no direct fiscal impact as a result of this item		\$0.00

**ORDINANCE NO. 26-04**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, IMPLEMENTING THE REQUIREMENTS OF SECTION 177.071, FLORIDA STATUTES, AS AMENDED BY CHAPTER 2025-164, LAWS OF FLORIDA (SENATE BILL 784), RELATING TO THE ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS; DESIGNATING THE TOWN MANAGER AS THE ADMINISTRATIVE AUTHORITY AUTHORIZED TO REVIEW, APPROVE, CONDITIONALLY APPROVE, DENY, AND EXECUTE FINAL PLATS AND REPLATS ON BEHALF OF THE TOWN; PROVIDING FOR ADMINISTRATIVE PROCEDURES; PROVIDING FOR LIMITATIONS ON DESIGNATION OF ADMINISTRATIVE AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR BUSINESS IMPACT ESTIMATE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Florida Legislature adopted amendments to Section 177.071, Florida Statutes, through Chapter 2025-164, Laws of Florida (Senate Bill 784), which became effective July 1, 2025; and

**WHEREAS**, Section 177.071, Florida Statutes requires local governments to provide for administrative review and approval of plats and replats that comply with all applicable statutory requirements and local land development regulations; and

**WHEREAS**, Section 177.071, Florida Statutes authorizes the governing body of a municipality to designate an administrative authority, including an administrative officer or employee, to review, approve, conditionally approve, or deny plats and replats in accordance with law; and

**WHEREAS**, the Town Commission finds it appropriate and in the best interest of the Town to designate the Town Manager as the administrative authority responsible for reviewing and approving plats and replats in accordance with Chapter 177, Florida Statutes; and

**WHEREAS**, scrivener's errors, clerical mistakes, typographical errors, or minor technical inaccuracies in this Ordinance shall not affect its validity, and the Town Manager or Town Attorney may correct such errors administratively without altering the substantive intent of this Ordinance; and

**WHEREAS**, the Town Commission hereby declares that all of the foregoing WHEREAS clauses constitute findings of fact and determinations of the Town Commission.

**NOW, THEREFORE, BE IT ENACTED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AS FOLLOWS:**

**SECTION 1. INCORPORATION OF RECITALS**

The above-referenced factual recitals (WHEREAS clauses) are incorporated herein as true and correct statements and form a factual and material basis for the adoption of this Ordinance. The Town Commission hereby adopts the above-referenced factual recitals as legislative findings supporting this Ordinance.

**SECTION 2. ADMINISTRATIVE APPROVAL OF PLATS AND REPLATS**

The Town Manager of the Town of Dundee is hereby designated as the administrative authority authorized to review, approve, conditionally approve, deny, and execute final plats and replats on behalf of the Town. The Town Manager may designate another qualified administrative officer or employee to act as the administrative authority, provided that all designees comply with the requirements of Chapter 177, Florida Statutes, including s. 177.091. Administrative approval shall be ministerial in nature, based solely on compliance with statutory and local requirements, and does not constitute acceptance of streets, easements, parks, drainage, utilities, or other dedicated land. Acceptance requires separate Town Commission action.

**SECTION 3. AUTHORITY TO EXECUTE PLATS**

Upon determination that a plat or replat complies with all statutory and local requirements, the Town Manager or authorized designee may sign and execute the plat or replat on behalf of the Town without further action by the Town Commission.

**SECTION 4. REVIEW PROCESS**

All plats and replats shall be reviewed by appropriate staff and consultants to verify compliance with statutory, engineering, and land development standards, including review by the Town Attorney for legal sufficiency. The administrative authority shall provide written notice to the applicant within seven business days of receipt of a plat or replat, acknowledging receipt and identifying any missing documents or information necessary to process the submittal. The notice shall also describe the approval process and applicable timeframes. Approval is not automatic if the administrative authority fails to respond.

**SECTION 5. CONFLICTS**

All ordinances or resolutions in conflict herewith are repealed only to the extent necessary to give this Ordinance full force and effect.

**SECTION 6. SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid, unenforceable, or unconstitutional, the remaining provisions shall remain in full force and effect.

**SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS**

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical or scrivener's errors may be made by the Town Manager or Town Attorney without public hearing, provided such corrections do not affect substantive intent.

**SECTION 8. CODIFICATION**

It is the intent of the Town Commission that Sections 2–4 shall be codified in the Code of Ordinances of the Town of Dundee. Sections 1, 5–10 shall not be codified.

**SECTION 9. BUSINESS IMPACT ESTIMATE**

This Ordinance will not have a direct economic impact on businesses located in the Town, and therefore, a business impact estimate is not required.

**SECTION 10. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon adoption following second reading.

**INTRODUCED AND PASSED** on first reading by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of March 2026.

**PASSED AND ADOPTED** on second reading by the Town Commission of the Town of Dundee, Florida, in regular session, this \_\_\_\_ day of April 2026.

**TOWN OF DUNDEE**

\_\_\_\_\_  
Sam Pennant, Mayor

ATTEST WITH SEAL:

\_\_\_\_\_  
Erica Anderson, Town Clerk

Approved as to form:

\_\_\_\_\_  
Markeishia Smith, Town Attorney

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

On October 1, 2023, Senate Bill 170 (“SB 170”), *Chapter 2023-309, Laws of Florida*, was enacted amending Section 166.041, Florida Statutes, requiring a local government to prepare a *business impact estimate* before the enactment of an ordinance.

On October 1, 2024, Senate Bill 1628 (“SB 1628”), as codified under *Chapter 2024-145, Laws of Florida*, becomes effective and further amends Section 166.041, Fla. Stat. (2023).

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

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

1. A summary of the Ordinance, including a statement of the *public purpose* to be served by the Ordinance, such as serving the public health, safety, morals, and welfare of the *Town of Dundee, Florida*.
2. An *estimate of the direct economic impact* of the Ordinance on *private, for-profit businesses in the Town of Dundee, Florida*, including the following, if any:
  - a. An estimate of *direct compliance costs* that businesses may reasonably incur if the Ordinance is enacted;
  - b. Identification of any *new charge or fee on businesses* subject to the Ordinance, or for which businesses will be financially responsible; and
  - c. An *estimate of the municipality’s regulatory costs*, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A *good faith estimate* of the number of businesses likely to be impacted by the Ordinance.
4. Any additional information the *Town Commission of the Town of Dundee* determines may be useful.

If one (1) or more boxes are checked below, this means the *Town of Dundee* is of the view that a *business impact estimate* is not required pursuant to applicable Florida law; however, the *Town of Dundee* is, nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 25-03*(hereafter the “Ordinance”).

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

This BIE may be revised following its initial posting.

- The Ordinance is required for compliance with Federal or State law or regulation;
- The Ordinance relates to the issuance or refinancing of debt;
- The Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the *Town of Dundee, Florida*;
- The Ordinance is an emergency ordinance;
- The Ordinance relates to procurement; or
- The Ordinance is enacted to implement the following:
  - a. *Development orders and development permits*, as those terms are defined in §163.3164, *Florida Statutes (2024)*, and *development agreements*, as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220 – 163.3243, *Florida Statutes (2024)*;
  - b. Comprehensive plan amendments and land development regulation amendments *initiated by an application by a private party other than the municipality*;
  - b. §§ 190.005 and 190.046, *Florida Statutes (2024)*;
  - c. §553.73, *Florida Statutes (2024)*, relating to the Florida Building Code; or
  - d. §633.202, *Florida Statutes (2024)*, relating to the Florida Fire Prevention Code.

Notwithstanding the identified and noted exemption(s) above, if applicable, pursuant to the provisions of §166.041(4), *Florida Statutes (2024)*, and applicable Florida law, the *Town of Dundee* hereby publishes the following information:

**1. Summary of the Ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

The proposed ordinance implements the requirements of §177.071, Florida Statutes, as amended by Chapter 2025-164, Laws of Florida, by authorizing administrative approval of final plats and replats. The ordinance designates the Town Manager, or their designee, as the administrative official responsible for reviewing, approving, conditionally approving, denying, and executing plats that comply with all applicable statutory and local requirements.

This action shifts qualifying plat approvals from a legislative process to an administrative process when all objective criteria are met, consistent with state law.

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

The ordinance does not impose new regulatory requirements or compliance costs on private, for-profit businesses. Applicants must continue to comply with all existing federal, state, and local platting and development regulations.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 25-03*:**

The ordinance is expected to impact:

- Developers
- Engineers and surveyors
- Construction and land development firms

The number of businesses impacted annually is expected to be limited and directly related to the volume of subdivision and replat applications submitted within the Town.

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

The ordinance is expected to improve business operations by:

- Eliminating delays associated with legislative approval processes
- Allowing faster project commencement
- Reducing holding costs associated with prolonged approval timelines



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Lorraine Peterson- Planning & Zoning	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-05 706 CITRUS AVENUE FUTURE LAND USE MAP AMENDMENT		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	I move <b>approval of Ordinance 26-05</b> , a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.		
<b>SUMMARY and/or JUSTIFICATION:</b>	The Applicant, The Town of Dundee is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee's Comprehensive Plan, Land development Code and compatible with the surrounding land uses. The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>	X	<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>	X	<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Staff Report Ordinance 26-05 Exhibit A-Legal Description, Existing Future Land Use Map, Proposed Future Land Use Map		
<b>SELECT, if applicable</b>	<b>RESOLUTION: N/A</b>		<b>ORDINANCE: 26-05</b>

ORDINANCE NO. 26-05

Item 5.

**IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE**

*(If Item is **not** a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM COMMERCIAL/INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES; FUTHER DESCRIBED AS PARCEL 272829-848000-000060; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**FISCAL IMPACT** *(if any):*

This Ordinance will not produce any fiscal impacts to the Town. \$0.00

**ORDINANCE NO. 26-05**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM COMMERCIAL/INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES; FURTHER DESCRIBED AS PARCEL NUMBER 272829-848000-000060; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the Town-initiated request to amend the Future Land Use designation from Commercial/Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

**WHEREAS**, on April 16, 2026, pursuant to Section 163.3184 and Sections 166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the Town-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in **Composite Exhibit "A"** and attached hereto and made a part hereof by reference; and

**WHEREAS**, on April 16, 2026, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning

Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

**WHEREAS**, pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Ordinance 26-05**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

**WHEREAS**, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 26-05** to the Comprehensive Plan, which map is marked as **Composite Exhibit "A"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

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

**WHEREAS**, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 26-05 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 26-05 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

**Section 1. Incorporation of Recitals.** The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the adoption of this Ordinance, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

**Section 2. Future Land Use Map.** The Town of Dundee 2030 Comprehensive Plan Future Land Use Map is hereby amended to specifically reflect the assignment of the Future Land Use designation of Medium Density Residential (MDR) on the approximately 1.57 +/- acres of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

**Section 3. Conflicts.** All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

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

**Section 5. Administrative Correction of Scrivener's Errors and Codification.** It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the 2030 Comprehensive Plan of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the 2030 Comprehensive Plan of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Future Land Use Map and Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits,

or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**INTRODUCED AND PASSED**, on First Reading and public hearing this \_\_\_day of  
, 2026.

**PASSED AND DULY ADOPTED**, on Second Reading with a quorum present and voting, by the Town Commission of Dundee, Florida, this \_\_\_\_\_ day of \_\_\_\_, 2026.

**TOWN OF DUNDEE**

\_\_\_\_\_  
MAYOR – Sam Pennant

Attest:

\_\_\_\_\_  
TOWN CLERK – Erica Anderson

Approved as to Form:

\_\_\_\_\_  
TOWN ATTORNEY – Markeishia Smith

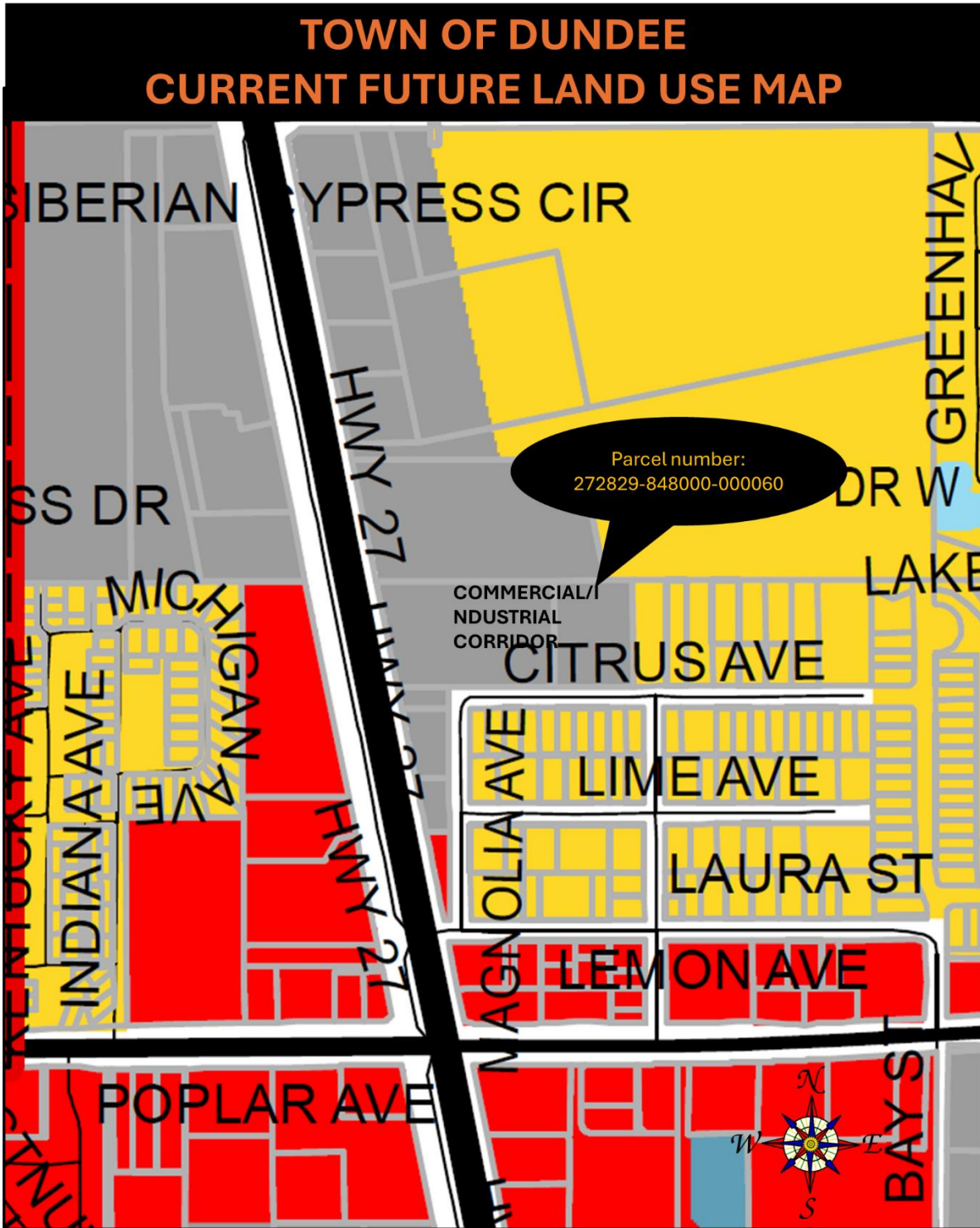
**Composite Exhibit "A"**  
**Ordinance No. 26-05**  
**Legal Description**  
**Page 1 of 3**

**GARRISON PROPERTY  
LEGAL DESCRIPTION  
706 CITRUS AVENUE**

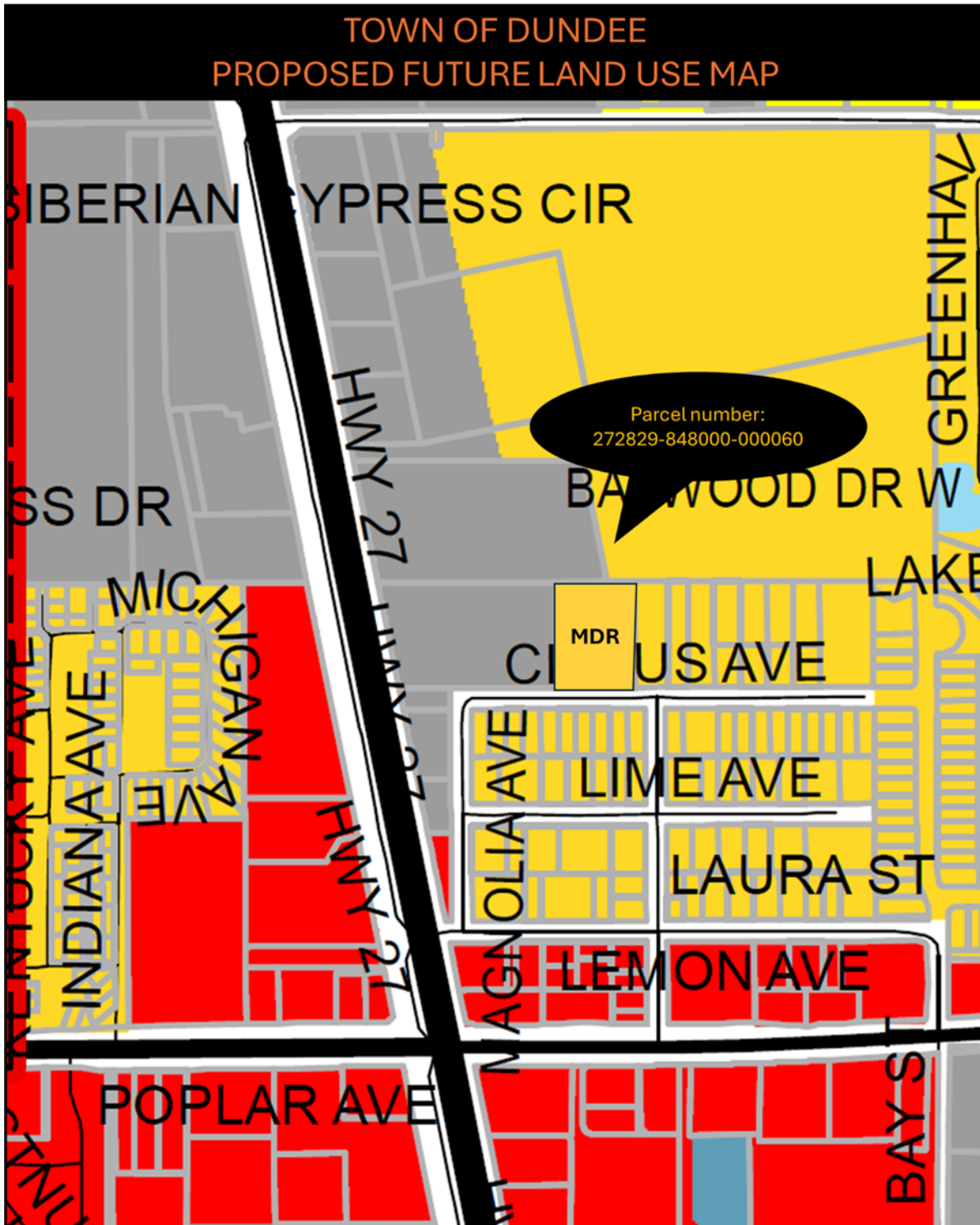
**PER OR BK 12649, PAGE 1413**

THE WEST ½ OF LOT 6 AND ALL OF LOT 7, SCENIC HEIGHTS ACCORDING TO THE MAP OR PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 22, PAGES 21, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

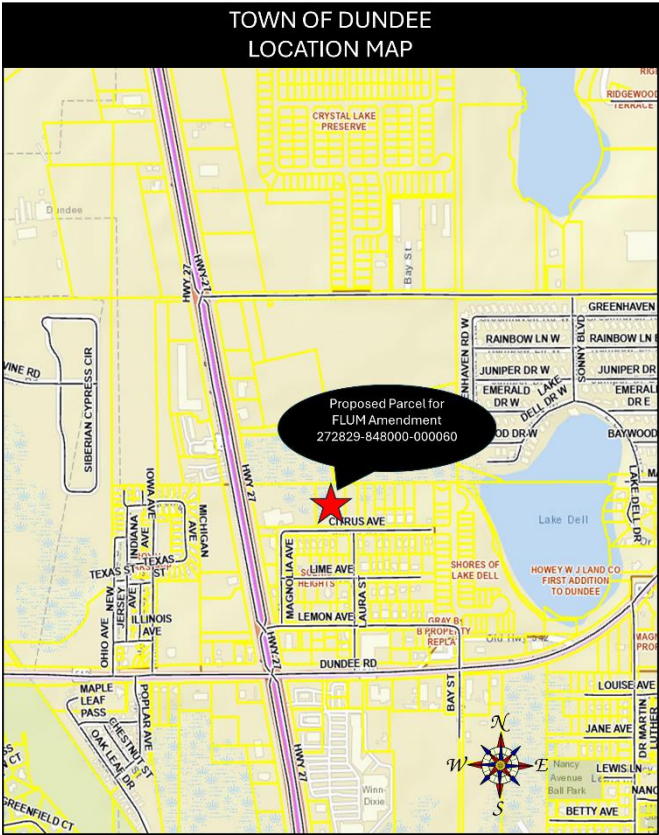

Composite Exhibit "A"  
Ordinance No. 26-05  
Existing Future Land Use Map  
Page 2 of 3



**Composite Exhibit "A"**  
**Ordinance No. 26-05**  
**Proposed Future Land Use Map**  
**Page 3 of 3**



# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

	<b>To:</b> Planning and Zoning Board
	<b>Agenda Date:</b> April 21, 2026
	<b>Department:</b> Planning and Zoning
	<b>Discussion Topic:</b> Future Land Use Map Amendment change from Commercial/Industrial Corridor to Medium Density Residential
	<b>Applicant:</b> Town of Dundee
	<b>Property Owner:</b> Garrison Joseph L Revocable Trust Agreement
	<b>Planning &amp; Zoning Board Recommendation:</b> Pending Hearing
	<b>Town Commission Transmittal Hearing:</b> Pending Hearing
	<b>Town Commission Adoption Hearing:</b> Pending Hearing
	<b>DEO Comments:</b> Pending
<b>Prepared By:</b> Lorraine Peterson, Development Director	
	

## SITE LOCATION

The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

## BACKGROUND

The Applicant, The Town of Dundee is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee’s Comprehensive Plan, Land Development Code and compatible with the surrounding land uses.

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

## **PROPOSED FUTURE LAND USE MAP AMENDMENT**

### **Policy 2.4: Medium Density Residential**

The primary function of the Medium Density Residential classification is to accommodate medium density residential development. Permitted uses include duplexes, townhouses, apartments, condominiums, mobile home parks or subdivisions, and single-family houses. The maximum density is 12.0 residential dwelling units per acre.

**Table 1:  
Density/Intensity Information**

	<b>Existing FLU: Commercial/Industrial Corridor (1.57 +/- acres)</b>	<b>Proposed FLU: MDR (1.57 +/- acres)</b>
Density/Intensity	Commercial Industrial Corridor 9.99 DU/acre	Medium Density Residential: 12.0 DU/acre
Density Potential	9.99 DU	12.0 DU
Difference	Increase of 1.99 DU	

## **ANALYSIS**

This section of the staff report includes data on the surrounding uses, infrastructure conditions, environmental conditions, and related Comprehensive Plan policies and Land Development Code regulations.

### **2.02.02.05. RTF Two-Family Residential.**

- (A) *FLUM designation:* Medium-density residential or downtown transitional.
- (B) *Purpose:* The purpose of the RTF two-family residential zoning district shall be to locate and establish areas within the Town of Dundee which are deemed to be suited for the development and maintenance of medium-density residential living of an urban character; to designate those uses and services appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development in a medium-density residential environment. It is intended that the maximum residential density within any portion of the district shall be nine dwelling units per net acre of land.

**Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment**

- (C) *Permitted principal uses and structures:* The following principal uses and structures are permitted:
- (1) Citrus grove, crop raising, horticulture, including noncommercial greenhouses (but excluding the care and handling of animals and/or fowl); and including a residence occupied only by the owner or tenant and his immediate family;
  - (2) Park or playground, or other recreational or cultural facility (public);
  - (3) Public administrative or safety facility, including a police or fire station;
  - (4) School (public), kindergarten and grades 1 through 12;
  - (5) Single-family dwelling;
  - (6) Two-family dwelling.
- (D) *Accessory uses:* As set forth in section 2.01.02.
- (E) *Special exception uses:* The following uses may be permitted only following the review and specific approval as set forth in section 7.05.00:
- (1) Church or other place of worship, including related educational and training facilities;
  - (2) College or technical school;
  - (3) Day care center;
  - (4) Golf course (not including miniature golf course) and country club;
  - (5) Public utility or maintenance facility, including water pumping plant and/or storage tank, reservoir, electrical transmission lines and substations;
  - (6) Recreational facility (private or nonprofit);
  - (7) School (private or parochial) offering a curriculum substantially equivalent to that of a public school, with comparable grades and meeting the requirements of the state board of education;
  - (8) Townhouse, subject to special provisions of section 3.07.00.
- (F) *Minimum lot requirements:*
- (1) *Single-family dwelling:* 6,000 square feet and width of 50 feet;
  - (2) *Townhouse dwelling complex:* 43,560 square feet;
  - (3) *Two-family dwelling:* 9,000 square feet and width of 75 feet;

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706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment

- (4) *All other use:* 12,000 square feet and width of 100 feet.
- (G) *Maximum building coverage:* 35 percent, unless otherwise provided by this ordinance.
- (H) *Maximum building height:* 35 feet.
- (I) *Minimum floor area:*
  - (1) *Single-family dwelling:* See table of development standards.
  - (2) *Townhouse dwelling:* See table of development standards.
  - (3) *Two-family dwelling:* See table of development standards.
- (J) *Minimum yard requirements:*
  - (1) *Front yard:* 25 feet, unless otherwise provided by this ordinance.
  - (2) *Side yard:*
    - a. *Two-family dwelling:* Nine feet;
    - b. *All other uses:* Seven feet, unless otherwise provided by this ordinance.
  - (3) *Rear yard:* 25 feet, unless otherwise provided by this ordinance.
  - (4) *Buffering:* Where applicable, buffering shall be provided in accordance with the provisions of section 2.03.00.
- (K) *Other requirements:*
  - Off-street parking and service requirements:* As set forth in section 3.03.00.

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

## Surrounding Uses

Table 1 lists the Future Land Uses (FLU) for the surrounding areas adjacent to the subject site.

**Table 1: Surrounding Uses**

<b>Northwest</b> Dundee Retail FLU-Commercial/Industrial Corridor Zoning- Highway Commercial	<b>North</b> Dundee Vacant Land FLU-Commercial/Industrial Corridor & MDR Zoning-CH &AL	<b>Northeast</b> Dundee Vacant Land FLU-MDR Zoning-AL
<b>West</b> Dundee Retail FLU-Commercial/Industrial Corridor Zoning-Highway Commercial	<b>Subject Site</b> Vacant Farmland Current FLU- Commercial/Industrial Corridor Current Zoning- RTF Proposed FLU-MDR Proposed Zoning-RTF	<b>East</b> Dundee Residential FLU-MDR Zoning-RTF
<b>Southwest</b> Dundee Residential FLU-MDR Zoning-RTF	<b>South</b> Dundee Residential FLUM-MDR Zoning-RTF	<b>Southeast</b> Dundee Residential FLU-MDR Zoning-RTF

*Sources: Polk County Property Appraiser, Polk County Geographical Information System, and site visit by staff*

## Potable Water and Sanitary Sewer

Potable water and Sanitary sewer lines are in the area. A structure was demolished on the property in 2024; any new structure or structures would be infill.

## Solid Waste

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

# Town of Dundee

## Town Commission Staff Report

### 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

#### Roads

The proposed project is infill and driveways and roads are already established.

#### Recreation

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

#### Environmental Impacts

According to the Fish and Wildlife Service (FWS), the sand skink (endangered species) is endemic to the sandy ridges of central Florida, occurring in Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam counties. The proposed site is in an area identified as potential habitat for the Gopher Turtles, Sand Skinks and threatened species, if the proposed project continues through to site development plan or subdivision review approval stages, specific environmental studies will be completed, and requirements will be addressed.

#### School Impacts

A binding school concurrency determination letter dated February 06,2026 was received by the Town. The letter states there is available capacity at the zoned elementary and middle schools and capacity for high school at an adjacent zone school. School concurrency letters are valid for 18 months.

#### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The following Town of Dundee Comprehensive Plan policies are relevant to the proposed request. The policy is provided with an analysis of how the request may or may not be consistent with the Town's Comprehensive Plan. The request is consistent with the Comprehensive Plan.

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706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment

**Table 2: Consistency with the Comprehensive Plan**

<b>Comprehensive Plan Policy</b>	<b>Analysis</b>
<b>FLU Policy 5.1:</b> Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.	This is infill and there was a structure on this property at a prior date, so public facilities and services are available.
<b>FLU Policy 5.2:</b> Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements: 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element	The proposed impacts of the potential Future Land Use map amendment can be facilitated.
<b>FLU Policy 6.1:</b> Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.	The property is located within an existing residential development. This is considered infill.
<b>CIE Policy 2.3:</b> At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.	Adequate public facilities will be available at the time of final approval.

# Town of Dundee Town Commission Staff Report 706 Citrus Avenue-Town Initiated Future Land Use Map Amendment

<p><b>PSFE Policy 2.4.1:</b> Final subdivision and site plan approvals for residential development shall be conditioned upon the availability of adequate school capacity as per the adopted level of service standards (LOS) of this element and as required by Section 163.3180(13) F.S.</p>	<p>The School Board will review any proposed projects for concurrency determination during the subdivision review process.</p>
--	--

**DEVELOPMENT REVIEW COMMITTEE**

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Future Land Use Map Amendment for Hunter Engineering, LLC with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

- TOD Fire Chief- Chief Joseph Carbon
- TOD Public Works Director-Johnathan Vice
- TOD Utilities Director-Tracy Mercer
- TOD Utilities Supervisor- Raymond Morales
- TOD Development Director-Lorraine Peterson
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC
- TOD Consulting Attorney- The Law Offices of Markeishia L. Smith, P.A.

**MOTION OPTIONS:**

1. I move **approval of Ordinance 26-05**, a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.
  
2. I move **approval with changes of Ordinance 26-05**, a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee

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706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment

Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

3. I move **denial of Ordinance 26-05**, a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

Attachments: Legal Descriptions

Location Map

Aerial Map

Existing Future Land Use Map

Proposed Future Land Use Map

Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment

GARRISON PROPERTY  
LEGAL DESCRIPTION  
706 CITRUS AVENUE

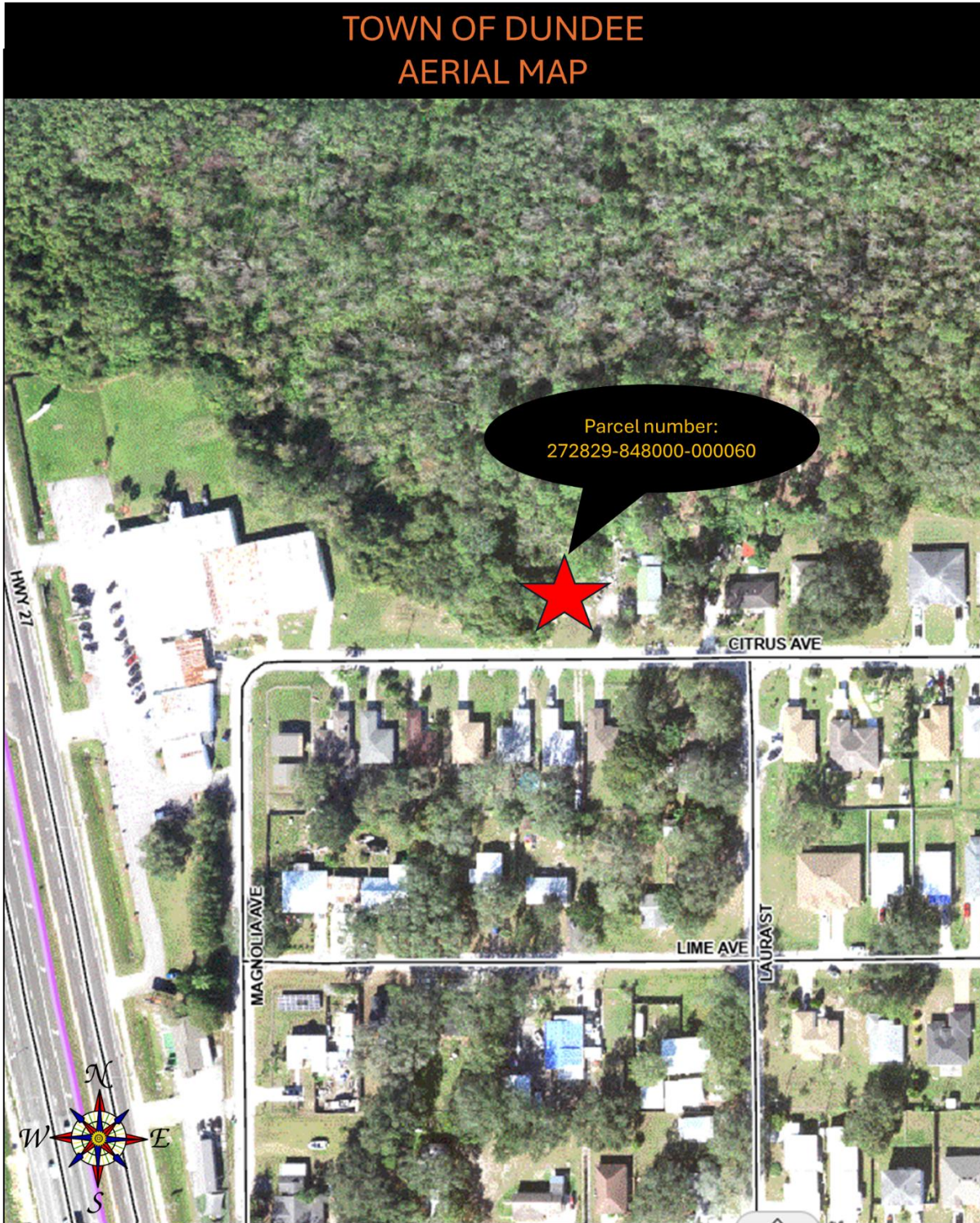
**PER OR BK 12649, PAGE 1413**

THE WEST ½ OF LOT 6 AND ALL OF LOT 7, SCENIC HEIGHTS ACCORDING TO THE MAP OR PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 22, PAGES 21, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Legal Description

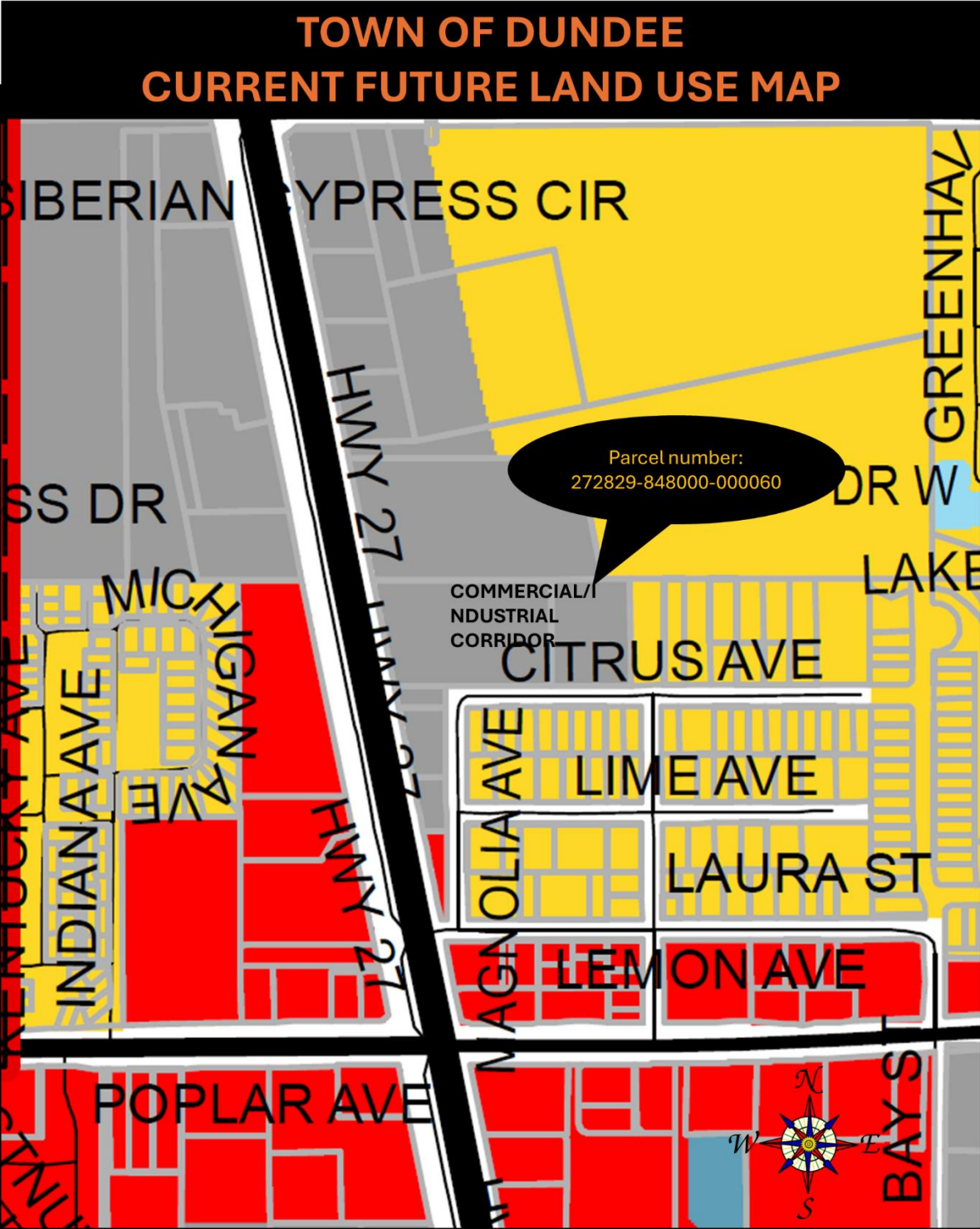


Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment



Aerial Map Context

Town of Dundee  
Town Commission Staff Report  
706 Citrus Avenue-Town Initiated  
Future Land Use Map Amendment



Existing FLUM Map





## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Lorraine Peterson, Development Services Director	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Discussion & Action, Consideration and approval of the Third Amendment (as assigned to Richmond American Homes) for the Agreement regarding reserved capacity in the Town of Dundee's Wastewater Treatment Plant.		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	A motion to approve the 2026 Third Amendment Bella Vista Richmond American Homes Sewer ERC's		
<b>SUMMARY and/or JUSTIFICATION:</b>	The Town previously entered into an agreement to reserve wastewater treatment capacity to support future development. The agreement has been amended from time to time to reflect changes in development ownership, timelines, and capacity allocations. The current amendment reflects the assignment of the agreement to Richmond American Homes and updates certain terms related to the reservation of wastewater treatment capacity within the Town's system.		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	X	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	2026 Third Amendment Bella Vista Richmond American Homes Sewer ERC's Agreement		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>	The positive budgetary impact on the town is		\$4,590.00

**THIS INSTRUMENT PREPARED BY**  
Markeishia L. Smith, Esquire  
The Law Offices of Markeshia L. Smith, PA  
Post Office 3303  
Haines City, FL. 33845

**AND SHOULD BE RETURNED TO:**  
Erica Anderson  
Town of Dundee Town  
202 East Main Street  
Dundee, FL 33838

For Recording Purposes Only

**THIRD AMENDMENT (AS ASSIGNED TO RICHMOND AMERICAN HOMES) FOR AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE’S WASTEWATER TREATMENT PLANT**

THIS THIRD AMENDMENT (AS ASSIGNED TO RICHMOND AMERICAN HOMES) TO THE DEVELOPER’S AGREEMENT REGARDING RESERVED CAPACITY IN THE TOWN OF DUNDEE’S WASTEWATER TREATMENT PLANT (“Amendment) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (the “Town”), and **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Foreign limited partnership (the “Owner”).

**RECITALS**

1. On or about July 28, 2004, the Town of Dundee, hereinafter called the “Town”, entered into that certain “the Developer’s Agreement Regarding the Funding of the Design, Permitting, and Construction of the Expansion of the Town of Dundee’s Wastewater Treatment Plant” for 71,920 gpd in equivalent capacity being 266 ERCs with HILLTOP GROVES, LLC, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

2. On or about February 5, 2005, the HILLTOP GROVES, LLC accepted 266 wastewater ERC certificates numbered 1606 through 1871 as shown in the attached receipt which is attached hereto as Exhibit “B” and incorporated herein by reference.

3. On or about July 28, 2020, the Town and HILLTOP GROVES, LLC entered into that certain Amendment to Agreement Regarding Reserved Capacity in the Town of Dundee’s Wastewater Treatment Plant (the “2020 Amendment”) reactivating forty-three (43) ERCs (Original ERC Certificates numbered 1606 through 1648).

4. On or about June 22, 2021, the Town and HILLTOP GROVES, LLC entered into that certain Amendment to Agreement Regarding Reserved Capacity in the Town of Dundee Wastewater Treatment Plant (the "2021 Amendment") reactivating thirty-seven (37) ERCs (Original ERC Certificates 1649 through 1685) and establishing the transfer of ERCs 1606-1648 and 1649-1685 to Vista Del Lago, LLC for the development of the Vista Del Lago, Phase II and Phase III subdivisions.

5. On or about November 3, 2021, Richmond American Homes of Florida, LP acquired 74 wastewater ERCs (Original ERC Certificates 1686 to 1759) from HILLTOP GROVES, LLC, a Florida limited liability company, pursuant to a Special Warranty Deed.

6. On or about November 14, 2023, the Town and Richmond American Homes of Florida, LP entered into that certain Second Amendment to Agreement Regarding Reserved Capacity in the Town of Dundee Wastewater Treatment Plant (the "2023 Amendment") approving the transfer and reactivation of twenty-five (25) ERCs represented by ERC Certificate Nos 2022-50 through 2022-74 (Original ERC Certificates 1735 through 1759).

7. On or About January 9, 2024, HILLTOP GROVES, LLC and the Town entered into that certain Second Amendment to Developer's Agreement regarding the Funding of the Design, Permitting and Construction of the Expansion of the Town of Dundee's Wastewater Treatment Plant dated January 9, 2024, recorded in Official Records Book 12982, Pages 637 to 796, of the Public Records of Polk County, Florida (the "Second Amendment") which reactivated 112 ERCs (Original ERC Certificates 1760 through 1871) through January 24, 2025, which is attached hereto as Exhibit "C" and incorporated herein by reference.

8. Consistent with the Second Agreement described above, HILLTOP GROVES, LLC assigned ERC Certificates 2024-01 through 2024-109 (Original ERC Certificates 1760 through 1868) to RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership and HILLTOP GROVES, LLC retained ERC Certificates 2024-110 through 2024-112 (Original ERC Certificates 1869 through 1871).

9. The Town and Owner have determined that, at this time, Richmond American Homes of Florida LP, a Colorado limited partnership holds, forty-eight (48) expired Wastewater ERCs representing 12,000 gallons per day (GPD) in equivalent capacity in the Town's Wastewater Utility System represented by ERC Certificates numbered 2024-29 through 2024-109 (Original ERC Certificates 1788 through 1868).

10. The Owner has not otherwise conveyed, assigned, pledged, hypothecated or otherwise redeemed any of said certificates representing the Owner ERCs as defined and identified herein although said Owner ERCs expired on January 24, 2025.

11. On March 17, 2025, the Owner requested that the Town reactivate 81 of the Wastewater ERC Certificates numbered 2024-29 through 2024-109 (Original ERC Certificates 1788 through 1868) for use in the Bella Vista subdivision.

12. The 48 Owner ERCs requested for reactivation have accrued Four Thousand Five Hundred and Ninety Dollars (\$4,590.00) in idle capacity charges from April 25, 2025 through April 24, 2026 (11) and April 25, 2024 through April 24, 2027 which remains unpaid.

13. The Town acknowledges that all Town wastewater impact fees have been paid by Owner or its predecessor in interest for the Town’s allocation of wastewater capacity for the Owner ERCs pursuant to the Agreement and that the Town presently has adequate permitted capacity in its wastewater plant for the wastewater capacity represented by the Owner ERCs described above.

14. The parties covenant and agree that they have the power and authority to enter into this Amendment and bind themselves to the provisions of this Amendment.

**ACCORDINGLY**, in consideration of the Recitals stated above and other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS; OWNERSHIP.** The Factual Recitals above are true and correct and form a factual and material basis of this Amendment. The Town acknowledges and ratifies the transfer of the Owner ERCs, and the Town further acknowledges and agrees that Owner owns the Owner ERCs which are the subject matter of this Amendment.

**SECTION 2. DEFINITIONS.** All capitalized terms not defined herein shall have the same meaning as defined in the Agreements.

**SECTION 3. GRANT OF EXTENSION.**

A. The Town, pursuant to the terms of this Amendment, hereby reactivates said 48 Owner ERCs and grants to the Owner an extension of the term of the 48

Owner ERCs of equivalent capacity in the Town’s Wastewater Treatment Plant represented by Wastewater ERC Certificates 2025-22 through 2022-81 (Original ERC Certificates 1788 through 1868) through a period expiring April 24, 2027 and April 24, 2028 (“Expiration Date”).

B. In consideration for such extension, within thirty (30) calendar days after mutual execution of this Agreement and approval by the Town Commission, Owner shall pay **Four Thousand Five Hundred and Ninety Dollars and fifty cents (\$4,590.00)** in immediately available funds to the Town in full satisfaction of the wastewater idle capacity charges outstanding as of the date of this Agreement and due through April 24, 2027 for the eleven ERC and April 4, 2028 for the remaining thirty-seven (37) ERC’s and pay any and all other charges that may be due pursuant to Chapter 54 of the Town’s Code of

Ordinances. To the extent the Town determines that any other idle capacity charges are due in accordance with Chapter 54 of the Town’s Code of Ordinances regarding the Water and Wastewater Owner ERCs that are the subject of this Agreement then Owner agrees to pay said charges to the Town within thirty (30) calendar days of receipt of an invoice sent to Owner for same. No refunds of any idle capacity charges paid by Owner shall be given by the Town.

C. Once the Owner has paid the sum of Four Thousand Five Hundred and Ninety Dollars (\$4,590.00) in immediately available funds to the Town, all previously issued certificates representing the Wastewater Owner ERCs extended herein and that are the subject of this Agreement shall be returned to the Town and cancelled and of no force and effect. Thereafter, in exchange for the returned certificates, the Town will issue new certificates for Wastewater Owner ERCs extended herein and that are the subject matter of this Agreement and provide same to the Owner. Provided, however, that upon issuance of the new certificates, the terms of the Agreement attached hereto as **Exhibit “A”** shall not control with respect to such certificates. No Wastewater capacity in the Town’s Wastewater Utility Systems shall be reserved beyond April 24, 2027 for the eleven ERC’s and April 24, 2028, for the remaining thirty-seven (37) ERC’s and the Owner ERCs extended herein shall expire on April 24, 2027 for the eleven ERC’s and April 24, 2028 for the remaining thirty-seven (37) ERC’s.

**SECTION 4. GRANT OF OPTION.**

A. The Town, pursuant to the terms of this Amendment and in addition to any rights granted to Owner under the Agreement or under applicable law, hereby grants to the Owner an option to transfer, from time to time (i) all or a portion of the Owner ERCs to a third party (“ERC Transferee”) without transferring fee simple title to all or any portion of the Property (“ERC Transfer”), and/or (ii) transfer of all or any portion of the Property to a third party (“Property Transferee”; ERC Transferees and Property Transferees are collectively “Transferees”) and retain all or any Owner ERCs (“Property Transfer”; “ERC Transfers” and “Property Transfers” are collectively “Independent Transfers”). Owner may exercise such option in its sole and absolute discretion.

B. At least thirty (30) days prior to any Independent Transfer as defined herein, Owner shall provide written notice to the Town thereof (“Transfer Notice”), which shall include the Transferee’s (i) name, (ii) address, (iii) employer identification number (EIN) or federal tax identification number, and (iv) contact information (including telephone number, fax number, and e-mail address, as applicable).

C. In the case of an Owner ERC Transfer of all outstanding ERCs, Owner shall no longer be liable for any idle capacity charges which may accrue with respect to the applicable Owner ERCs if Transferee executes a written commitment to pay such charges. In that event the Transferee must also comply with all of the conditions and obligations in the Agreement and this Amendment including but not limited to the provisions of Section 6 B of this Amendment.

**SECTION 5. OBLIGATIONS OF TOWN.**

A. The Town shall allocate wastewater capacity for the Owner ERCs in the name of Owner and/or its successors and assigns in accordance with all applicable laws

and Ordinances and the terms of the Agreements, as amended by this Amendment, through the Expiration Date.

B. The Town shall, within ten (10) days following receipt of Owner's request, provide a written statement to Owner certifying the current number of Owner ERCs in the name of Owner.

**SECTION 6. AGREEMENT TO COOPERATE.** The parties agree to cooperate and to do all things reasonably necessary to accomplish the terms of this Amendment, and that they respectively shall, upon being requested by the other party to do so, execute and deliver promptly any and all such authorizations, instruments, papers or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this Amendment and to the covenants, conditions, and agreements contained herein. Except as specifically modified by this Amendment, all of the terms, covenants, conditions and agreements of the Agreements shall remain in full force and effect.

**SECTION 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Amendment is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

**SECTION 8. SEVERABILITY.** If any part of this Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Amendment if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Amendment is declared to be severable.

**SECTION 9. LAND USE APPROVALS.** Owner acknowledges and understands that the Town is prohibited from engaging in "Contract Zoning" or the bartering away of its legislative prerogative. As such, this Amendment shall not be construed as a basis for (1) granting or assuring or indicating or (2) refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

**SECTION 10. BINDING UPON SUCCESSORS.** This Amendment shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

**SECTION 11. APPLICABLE LAW AND VENUE.** This Amendment and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute or cause of action under the Agreements, as modified by this Amendment, shall be exclusively in the state courts of competent subject matter jurisdiction in Polk County, Florida.

**SECTION 12. NOTICES.** All notices, demands, requests and other communications required or permitted by the Agreements, as modified by this Amendment, by any party hereto to any other party shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of

personal service, notice shall be deemed effective when delivered. Service by courier shall be conclusively deemed made on the second business day delivery is attempted or upon receipt, whichever is sooner.

TOWN: TOWN OF DUNDEE  
P.O. Box 1000  
105 Center Street  
Dundee, Florida 33838-1000  
Attention: Town Manager

With a copy to: Markeishia L. Smith, Esquire  
*(which shall not constitute notice).* Town Attorney, Town of Dundee  
408 S Tenth Street  
Haines City, FL 33844

OWNER: RICHMOND AMERICAN HOMES OF FLORIDA, LP  
2822 Commerce Park Drive, Suite 100  
Orlando, FL 32819

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

**SECTION 13. ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitute the entire agreement between the parties. Modifications to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto and approved by the Town’s governing body. Except as expressly amended by this Amendment, the terms and conditions of the Agreement and the Assignment shall remain unchanged and unamended and are hereby ratified and confirmed. In the event of any conflict between the terms of the Agreement and Amendment, the terms of this Amendment shall control.

**[SIGNATURE PAGES TO FOLLOW]**

**IN WITNESS WHEREOF**, Owner and the Town have executed or have caused this Amendment, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Amendment.

**ATTEST:**

**THE TOWN OF DUNDEE**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Its: Mayor \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Its: Town Clerk \_\_\_\_\_

FOR THE USE AND RELIANCE  
OF TOWN OF DUNDEE ONLY.  
APPROVED AS TO FORM.

By: \_\_\_\_\_  
Markeishia L. Smith  
Town Attorney

**OWNER:**

RICHMOND AMERICAN HOMES OF FLORIDA, LP  
a Foreign limited liability partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed and delivered  
In the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2026, by \_\_\_\_\_, as \_\_\_\_\_ of RICHMOND AMERICAN HOMES  
OF FLORIDA, LP, a Foreign limited liability partnership on behalf of the company,  
RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Foreign limited liability partnership.  
He is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification and [ ]  
(did) [ ] (did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

\_\_\_\_\_  
Name of Acknowledger Types, Printed, or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Ken Cassel, Town Manager	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, LANDING AT LAKE MABEL LOOP, LLC V. THE TOWN OF DUNDEE, CASE NO.: 24-CA-4137, LITIGATION SETTLEMENT AGREEMENT		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	AT THE WILL OF THE COMMISSION		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>ON OR ABOUT NOVEMBER 1, 2024, LANDING AT LAKE MABEL LOOP, LLC, FILED A LAWSUIT IN POLK COUNTY CIRCUIT COURT AGAINST THE TOWN OF DUNDEE FOR AN ALLEGED TEMPORARY TAKING OF ITS PROPERTY BASED UPON THE TOWN'S PROCESSING AND REVIEW OF A MULTI-PHASED RESIDENTIAL SUBDIVISION PLANNED FOR APPROXIMATELY 65.5 ACRES OF PROPERTY LOCATED IN DUNDEE, FLORIDA. DUE TO THE UNCERTAINTY OF LITIGATION COSTS RELATED TO TAKINGS CLAIMS, INCLUDING THE REQUIRMENT TO PAY THE PROPERTY OWNER'S ATTORNEY'S FEES IN THE EVENT THE COURT WERE TO FIND THAT THE TOWN EFFECTUATED A TEMPORARY TAKING BASED ON ITS PROCESSING EFFORTS, THE TOWN ENTERED INTO SETTLEMENT DISCUSSIONS WITH THE PROPERTY OWNER FOLLOWING THE SHADE MEETING CONDUCTED IN THIS MATTER. THE SETTLEMENT AMOUNT IS BASED ON PAST AND FUTURE DEVELOPMENT FEES, THE INSURANCE CARRIER WILL CONTRIBUTE \$30,000.00 TOWARD THE SETTLEMENT SUM AND THE PROPERTY OWNER WILL PROVIDE A FULL RELEASE OF ANY AND ALL STATE AND FEDERAL CLAIMS. APPROVAL OF THE SETTLEMENT AGREEMENT AS PROPOSED IS RECOMMENDED.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT</b>	X	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Attached please find the Settlement Agreement.		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>FISCAL IMPACT (if any):</b>	State the budgetary impact of this item here		\$30,000.00

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered by and between LANDING AT LAKE MABEL LOOP, LLC (“Lake Mabel”), and the TOWN OF DUNDEE, FLORIDA (“Town”).

### RECITALS:

WHEREAS, Lake Mabel formerly owned approximately 65.5± acres of real property located in Dundee, Polk County, Florida, with Parcel Identification Numbers 27-28-35-000000-012010; 27-28-35-000000-021020; 27-28-35-000000-023020; and 27-28-35-853050-000071 (“Property”); and

WHEREAS, Lake Mabel sought to develop the Property as a multi-phased residential subdivision known as Landings at Lake Mabel Loop (“Project”); and

WHEREAS, on or about November 1, 2024, Lake Mabel filed a lawsuit in Polk County Circuit Court against the Town for an alleged temporary taking of its Property based upon the Town’s processing and review of the Project, said case being styled as *Landing at Lake Mabel Loop, LLC, v. Town of Dundee, Florida*, Case No. 24-CA-4137 (“Litigation”); and

WHEREAS, the Town disputed the allegations made by Lake Mabel in the Litigation and maintained its review and processing of the Project was proper; and

WHEREAS, subsequent to the filing of the Litigation, the Town and Lake Mabel have explored various settlement options in an attempt to resolve the current dispute and the Litigation; and

WHEREAS, the Town and Lake Mabel desire to enter into this Agreement for the purpose of resolving the Litigation and are motivated by a desire to avoid the costs, time, and uncertainty associated with further litigation and to arrive at a fair and reasonable agreement to resolve such matters.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lake Mabel (collectively, the “Parties”) intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. The Town shall pay Lake Mabel the lump sum amount of ONE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED TWELVE DOLLARS AND 09/00 CENTS (\$122,212.09) within fifteen (15) days of the Effective Date of this Agreement ("Settlement Payment"). The Settlement Payment shall be made payable to Landing at Lake Mabel Loop, LLC, and delivered to: Theriaque & Spain, c/o S. Brent Spain, Esquire, 1809 Edgewater Drive, Orlando, Florida 32804.
- B. The Town further agrees to issue to Lake Mabel the following development fee credits in writing within fifteen (15) days of the Effective Date of this Agreement: (1) a Phase 3 development fee credit up to \$35,000; and (2) a Phase 4 development fee credit up to \$35,000 (collectively, the "Development Fee Credits"). The Development Fee Credits shall be fully assignable and transferrable by Lake Mabel to a third-party developer of the applicable phase of the Project (*i.e.*, Phase 3 or Phase 4), but shall not be transferrable to any other development or development order process.
- C. Within ten (10) days of receipt of the Settlement Payment and the Development Fee Credits, Lake Mabel shall file a notice of voluntary dismissal with prejudice in the Litigation.

3. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the Town unless and until the Town Commission approves this Agreement at a public meeting, as is required by Florida law.

4. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Polk County, Florida.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

6. **Non-Waiver.** Failure by the Town or Lake Mabel to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the Town or Lake Mabel, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

7. **Mutual Releases.**

- A. Lake Mabel hereby waives and releases, acquits, satisfies, and forever discharges the Town, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “Town-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which Lake Mabel ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation, in either state or federal court, as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, Lake Mabel covenants with and warrants to the Town, including the Town-Related Parties, that there exist no state or federal claims, counterclaims, defenses, objections, offsets, or claims of offsets against the Town, including the Town-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- B. The Town hereby waives and releases, acquits, satisfies, and forever discharges Lake Mabel, including its officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “Lake Mabel-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the Town ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation, in state or federal court, as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the Town covenants with and warrants to Lake Mabel, including the Lake Mabel-Related Parties, that there exist no state or federal claims, counterclaims, defenses, objections, offsets, or claims of offsets against Lake Mabel, including the Lake Mabel-Related Parties, with regard to any claim raised by any party in the

Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

- C. The releases set forth above shall become effective only upon the Town Commission's approval of this Agreement, and the Parties' full execution of this Agreement.

8. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

9. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising

herefrom, the prevailing Party shall be paid by the non-prevailing Party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

13. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto, other than as expressly stated herein. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

14. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a negotiated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

15. **Attorneys' Fees; Costs.** The Parties expressly agree to bear the fees and costs of their respective counsel in the Litigation and in the preparation of this Agreement.

16. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt

requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Lake Mabel:

Landing at Lake Mabel Loop, LLC  
c/o David Waronker  
1420 Celebration Boulevard, Suite 200  
Celebration, Florida 34747

With a copy to:

S. Brent Spain, Esquire  
Theriaque & Spain  
1809 Edgewater Drive  
Orlando, Florida 32804

(b) To the Town:

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

With a copy to:

Sherry Sutphen, Esquire  
Roper Townsend & Sutphen  
255 S. Orange Avenue, Suite 750  
Orlando, Florida 32801

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

17. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

18. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties (“Effective Date”).

19. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT.**

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date of execution as set forth by their respective signatures.

**TOWN OF DUNDEE, FLORIDA,** a Florida municipal corporation,

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Approved as to form:

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

**LANDING AT LAKE MABEL LOOP, LLC**, a Florida limited liability Company,

By: CBD Land Investors, LLC, a Florida limited liability company, its Manager,

By: 

Name: David Waronker

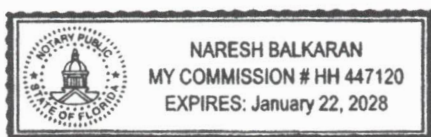
Its: Manager

Date: April 6<sup>th</sup>, 2026

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization, this 6<sup>th</sup> day of April 2026, by David Waronker, as Manager of CBD Land Investors, LLC, a Florida limited liability company, as Manager of Landing at Lake Mabel Loop, LLC, a Florida limited liability company, on behalf of said entity. Said person [ ] is personally known to me or  has produced FLDL as identification.



Printed Name: Naresh Balkaran  
Notary Public, State of Florida  
Commission No. HH 447120  
My Commission expires: 01-22-2028



## Meeting Agenda Coversheet

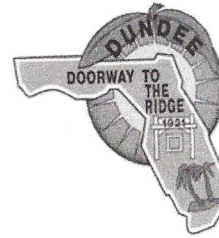
<b>MEETING DATE:</b>	4/21/2026	<b>Submitted By:</b> Johnathon Vice, Public Works Director		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, LAKE DELL HYDRILLA TREATMENT			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	A motion to approve Lake Dell Hydrilla Treatment			
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>This item was introduced to maintain and improve the water quality in Lake Dell. Staff have received a price from Applied Aquatics to treat the hydrilla and floating vegetation. The Town of Dundee currently has a contract with Applied Aquatics to treat other lakes in the Town on a regular basis this lake was “treat as needed” in the past since it does not belong completely to the Town at this time. Staff is recommending approval for all of Lake Dell to be treated for hydrilla with a price not exceed \$6,450.00.</p> <p>This will produce better water quality for wildlife and increase appearance throughout the area by preventing hydrilla from taking over the lake as it did back in 2024.</p>			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>	
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>	
	<b>EXHIBIT(S):</b>		<b>OTHER:</b>	X
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Bid request form Applied Aquatic service contract/ price Treatment location map			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>	
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
<b>FISCAL IMPACT (if any):</b>	The fiscal impact of this item is			\$6,450.00



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Johnathon Vice Public Works Department	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, PEST CONTROL SERVICE CONTRACT		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Motion to approve the agreement/contract with Country Boy Pest Control		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Town seeks approval to enter into a services agreement with Country Boy Pest Control for pest control services at Town facilities. Due to ongoing service concerns with the current provider, staff solicited quotes from multiple vendors and recommends selecting Country Boy Pest Control.</p> <p>Approval of this agreement will ensure effective pest management, supporting a safe and sanitary work environment and preventing disruptions to Town operations and facility maintenance.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>		<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b> <span style="float: right;">X</span>
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Pest Control Quote Sheet & Bids Pest Control Service Contract with County Boy Pest Control		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>	Monthly Pest Control		\$879.00

### TOWN OF DUNDEE PRICE QUOTE SHEET



DATE: 1/17/2026

DEPARTMENT: Facility Maintenance

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: Pest control for all buildings to provide services with a new vendor

Vendor Selected:  **VENDOR #1**

COMPANY NAME: COUNTRY BOY PEST CONTROL

CONTACT NUMBER: 863-293-7331

NAME OF REPRESENTATIVE: MATT

PRICE: \$879.00 PM

SHIPPING: N/A

COMMENTS: first monthly service would cost \$2434.00, other months is \$879 PM

Vendor Selected:  **VENDOR #2**

COMPANY NAME: GROOVER EXTERMINATING INC

CONTACT NUMBER: 805-305-4576

NAME OF REPRESENTATIVE: ERIC

PRICE: \$855.00 PM

SHIPPING: N/A

COMMENTS: first monthly service would cost \$1355.00, other months is \$855 PM

Vendor Selected:  **VENDOR #3**

COMPANY NAME: PEST TECH CENTRAL INC

CONTACT NUMBER: 863-632-4308

NAME OF REPRESENTATIVE: TONY

PRICE: \$1220.00 PM

SHIPPING: N/A

COMMENTS: Pest control for all buildings

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathon Vice

DATE: 1/17/26

FINANCE DIRECTOR APPROVAL: VACANT

DATE: 1/23/26

TOWN MANAGER APPROVAL: Kent G. Cook

DATE: 1/20/26

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

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

Matt Henderson  
 Country Boy Pest Control  
 863-293-7331  
 matt@countryboypestcontrol.co

1. D.S.B 124 Dundee rd.: pest control inside and out \$45.00 e2m - trapping and adding 3 rodent bait stations \$35.00 e2m - initial \$320 and that includes rodent bait box install
2. Water tank 28087 us 27: 7 rodent bait stations \$210.00 initial includes install and \$42.00 e2m
3. Sheriff station: 6 rodent bait stations and inside and out pest control - initial \$225 includes install and \$90.00 e2m
4. Town hall & Library: 10 rodent bait stations \$250.00 install, \$80.00 e2m service, pest control inside and out \$90.00 e2m, if we need to come inside and trap \$120.00 for trapping and removing rodents \$50.00 follow up for coming back and checking/removing rodents.
5. Main St Center: pest control inside and out \$50.00 e2m
6. Depot: pest control inside and out \$50.00 e2m
7. Fire station: inside and out pest control \$50.00, 4 rodent bait boxes @ \$120.00 for install \$36.00 e2m service, any trapping \$100.00 for removal and resetting traps
8. Waste water: inside and out pest control \$50.00 e2m
9. Community Center: pest control inside and out \$60.00 e2m, 6 rodent bait stations \$150.00 install and \$48.00 to service stations e2m
10. Hickory 1501 Stuart: pest control inside and out \$60.00 e2m, 6 rodent bait stations \$180.00 install and \$48.00 e2m service for stations
11. Public works: pest control inside and out \$45.00 e2m, 4 rodent bait stations \$100.00 install and \$35.00 service e2m

ESTIMATED COST PER YEAR \$10,548.00

ESTIMATION COST PER MONTH \$ 879.00

ESTIMATED FIRST MONTH SET UP AND TREATMENT PRICE OF \$ 2434.00

Thank you, Johnathon.

Groover Exterminating Inc

I believe we are well-equipped to handle the situations you are dealing with. I mentioned to Bill, that I will be the one providing the service. I live off Jennings Road, so I pass through Dundee every day. Responsiveness will not be an issue. Anyone responsible for reporting pest issues will have my cell phone number and I will be able to respond to any situation same day/ next day depending on the time the call comes in.

With regard to some of the on-going pest issues, I believe that adding an additional 10 bait stations would help. Some of these can be placed above the drop ceilings to get the hard-to-trap rodents. General pests like ants and roaches will be taken care of by the traditional sprays. I have no problem providing my schedule monthly to whomever would like to track my services. I also like to communicate with photos or phone calls if I find any structural or sanitation issues that need to be addressed. We would schedule 1/4 of the buildings weekly so that we have the time needed to dedicate to each location.

I have broken down our service rates by building in red. The initial month would be an additional \$500 to cover additional bait stations and administrative costs.

Please don't hesitate to call me if you have any questions. I can be reached at 805-305-4576. Our local office number is 863-324-4428.

I appreciate the opportunity to provide this bid for your consideration.

Regards,  
Eric Mahan

On Mon, Dec 29, 2025 at 12:17 PM Johnathon Vice <[jvice@townofdundee.com](mailto:jvice@townofdundee.com)> wrote:

>

> Good morning

>

>

>

> Below is the requested information that you are asking for as always please let me know if you have any questions or concerns

>

>

>

Quote #2

Page 1 OF 3



- >
- > Hickory walk Water Treatment Plant – 751 Welsh Road Dundee Florida 33838 -  
- \$70/month
- >
- >
- >
- > Ryner Water Treatment Plant – Monthly – 0 Dundee Road Dundee Florida 33838 -  
- \$70/month
- >
- >
- >
- > Dundee Wastewater plant – Monthly – 1501 Steward Road Dundee Florida 33838 -  
- \$70/month
- >
- >
- >

Estimated cost per year \$ 10,260.00

Estimated cost per month \$ 855.00

Route #2

Page 3 of 3

Bid/Proposal for Pest Control Services -Town of Dundee

12/15/2025

Proposed by: Pest Tech Central, Inc.

Tony Lee/Sole Owner-Operator, 863-632-4308, 863-651-2188

407 S. Lake Starr Blvd. Lake Wales

Building	Treatment	Price per treatment	Notes
124 Dundee Rd DSB building	General Pest Spray/Treat	120.00	Exclusion work needed/rodents.
135 Main St. Sheriff Dept	General Pest Spray/Treat	100.00	
118 Merrill St. Fire Dept	General Pest Spray/Treat	150.00	
202 E. Main St. Library, Townhall	General Pest Spray/Treat	150.00	
310 E. Main St. Main St Center	General Pest Spray/Treat	100.00	Soffit screens are torn and need repair. The rear door needs threshold. Susceptible to pest entrance.
603 Lake Marie Blvd. Community Center	General Pest Spray/Treat	150.00	
103 Main St. Depot	General Pest Spray/Treat	100.00	Some exclusion work under deck
1500 Race Rd. Public Works	General Pest Spray/Treat	150.00	
1501 Steward Rd Hickory WTP		120.00	
851 Welsh Rd. WWTP		40.00	
Ryner WTP (WINN DIXIE)		40.00	

“””

Quote # 3 Page 1 of 2

General Pest Spray/Treat includes: Spray pesticide. Granules and/or bait where needed. Use of a web pole/dewebbing on exterior of building to clean and control spiders.

Will consult on any exclusion work that might be needed. Exclusion work as per our conversation to be done by Public Works Department. No charge for consultation.

If any new rodent bait stations are needed on any property, the cost per station is \$35/each installed. Existing rodent bait stations to be checked and rebaited as needed are \$8/each.

Hi Mr.Vice, I met with Bill this morning about the three remaining buildings that need treatment. The wastewater building is \$40. It won't take long and it's right there by Public Works. Bill described Hickory to me so I'm thinking \$120 on that and the winn dixie water tank he said was Rodent control only so however many bait stations are needed, if none are there then each new one would be \$35 each to install. existing bait stations are checked and baited at \$8 each. Thank you for contacting me and I hope I can help you in the near future.

Estimated cost per year \$ 14, 640.00

Estimated cost per month \$ 1220.00



**Country Boy Pest Control**  
 2103 K-ville Ave  
 Auburndale, FL 33823

(800) 258-5662  
 (863) 293-7331

Item 9.

**GENERAL HOUSEHOLD PEST CONTROL SERVICE CONTRACT**

ACCOUNT NO.	TREATMENT DATE: 3/13/2026	<input type="checkbox"/> RESIDENTIAL	<input checked="" type="checkbox"/> COMMERCIAL
CONTACT		BILLING ADDRESS	
NAME: Town of Dundee		NAME:	
ADDRESS: See Attachment - 11 different buildings		BILLING ADDRESS: 202 Main St.	
CITY, STATE: Dundee FL 33838		CITY, STATE: Dundee FL 33838	
PHONE (HOME): 863-438-8330 (CELL): Johnetta		PHONE (OFFICE):	
EMAIL ADDRESS: Juiceas town of dundee.com			

This is a General Household Pest Control Service Contract ("Contract") between Country Boy Pest Control, Inc. ("Pest Control Company") and, ("Customer"). In consideration for the payment(s) of all fees and taxes set forth below and subject to the general terms and conditions provided within this Contract, Pest Control Company will provide a STANDARD or a PREMIER general household pest control service at the Structure(s) identified above.

The STANDARD service will consist of an initial interior and exterior treatment, and subsequent exterior treatments to the Structure(s), as needed, to control the pests selected below:

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> American Roaches     | <input checked="" type="checkbox"/> Australian Roaches | <input type="checkbox"/> House Crickets         |
| <input checked="" type="checkbox"/> Brown Banded Roaches | <input checked="" type="checkbox"/> Woods Roaches      | <input checked="" type="checkbox"/> Paper Wasps |
| <input type="checkbox"/> German Roaches                  | <input checked="" type="checkbox"/> Silverfish         | <input type="checkbox"/> Earwigs                |
| <input checked="" type="checkbox"/> Smokey Brown Roaches | <input checked="" type="checkbox"/> House Ants         | <input type="checkbox"/> Other _____            |

The PREMIER service will consist of an initial interior and exterior treatment to the Structure(s), with additional interior and exterior treatments, as needed, to control those pests indicated in the STANDARD service in addition to the following selected pests:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Carpenter Ants               | <input checked="" type="checkbox"/> Caribbean Crazy Ants | <input checked="" type="checkbox"/> Pharaoh Ants |
| <input checked="" type="checkbox"/> Fire Ants         | <input type="checkbox"/> Stored Food Product Pests       | <input type="checkbox"/> Other _____             |
| <input checked="" type="checkbox"/> White Footed Ants | <input type="checkbox"/> Clothes Moths                   | <input type="checkbox"/> Other _____             |
| <input checked="" type="checkbox"/> Millipedes        | <input type="checkbox"/> Centipedes                      |  |

Both services include spider web and wasp nest removal up to the second story of the Structure(s) on each visit. Pest Control Company will retreat the interior of the Structure(s) at no additional charge if the pests under the service selected reappear in the Structure(s).

EXTRA SERVICES - As an extra service, and for an additional fee, a one-time treatment for the following pests will be performed, if selected herein. No re-treatment will be provided.

- |   |  |                                |
|---|--|--------------------------------|
| <u>Exterior:</u>                                | <u>Interior:</u>   | <u>Perimeter:</u>              |
| <input type="checkbox"/> Bees (nor Africanized) | <input type="checkbox"/> Spider Control (Brown Recluse, Black Widow) | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Yellow Jackets         | <input type="checkbox"/> Indoor Tick Control                         | _____                          |
| <input type="checkbox"/> Outdoor Tick Control   | <input type="checkbox"/> Indoor Flea Control                         | _____                          |
| <input type="checkbox"/> Outdoor Flea Control   | <input type="checkbox"/> Rats/Mice                                   | _____                          |
| <input type="checkbox"/> Rats/Mice              |  |                                |

TREATMENT SCHEDULE

- Monthly  Every Other Month (6 times per year)  Quarterly  Semi-Annual  Other \_\_\_\_\_

PAYMENT INFORMATION

Initial Treatment Fee: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Regular Service Fee: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Other Fees: \$ \_\_\_\_\_

Balance Due: \$ \_\_\_\_\_

Sales Tax: \$ \_\_\_\_\_

METHOD OF PAYMENT

- Cash  Check # \_\_\_\_\_  Credit Card

RENEWAL TERMS: This Contract shall begin on the treatment date indicated above and will be renewed annually unless terminated by either party by giving thirty (30) days' advance written notice. Pest Control Company may adjust its service fees or modify Customer's payment schedule at the time of the annual renewal by providing Customer with forty-five (45) days' advanced written notice.

By signing this Contract, Customer acknowledges that Customer has read and fully understands all terms, conditions, limitations, and exclusions contained on the front and back of this Contract, that this Contract represents the entire agreement between the parties, including any and all previous representations, oral agreements and negotiations between the parties and that this Contract shall not be varied, modified or amended unless done so in a writing executed by both parties. This Contract is void and of no legal effect unless executed by the management of Pest Control Company.

NOTICE TO CUSTOMER

If this is a home solicitation sale and Customer does not want the goods or services provided under this Contract, Customer may cancel this Contract by giving written notice of cancellation to Pest Control Company before midnight of the third business day after the day Customer signed this Contract.

Date \_\_\_\_\_ Customer (Property Owner or Agent)

3/13/2026   
 Date \_\_\_\_\_ Country Boy Pest Control, Inc.

Notes: ★ See Attached description for Service on what is being done & where we will be treating. ★

1. D.S.B 124 dundee rd : pest control inside and out \$45.00 e2m - trapping and adding 3 rodent bait stations \$35.00 e2m - initial \$320 and that includes rodent bait box install
2. Water tank 28087 us 27: 7 rodent bait stations \$210.00 initial includes install and \$42.00 e2m
3. Sheriff station: 6 rodent bait stations and inside and out pest control - initial \$225 includes install and \$90.00 e2m
4. Town hall & Library: 10 rodent bait stations \$250.00 install, \$80.00 e2m service, pest control inside and out \$90.00 e2m, if we need to come inside and trap \$120.00 for trapping and removing rodents \$50.00 follow up for coming back and checking/removing rodents.
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10. Hickory 1501 Stuart: pest control inside and out \$60.00 e2m, 6 rodent bait stations @ \$180.00 install and \$48.00 e2m service for stations
11. Public works: pest control inside and out \$45.00 e2m, 4 rodent bait stations @ \$100.00 install and \$35.00 service e2m

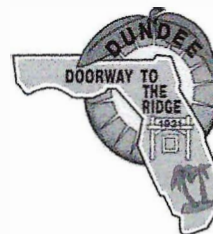
★ this is list of Service + buildings that is included on Contract. Please See attached! ★



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Johnathon Vice, Public Works Director		
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, APPROVAL OF PURCHASE OF - 150 95-GALLON GARBAGE CARTS			
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	Motion to approve the purchase of 150 95-gallon garbage carts for Sanitation Department.			
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Town is requesting approval to purchase 150 95-gallon garbage carts to replenish inventory for new residential construction within the Town of Dundee. Staff recommends awarding the purchase to Cascade Cart Solutions in the amount of \$9,855.00, as they submitted the lowest bid and can deliver within a four-week timeframe.</p> <p>This purchase will ensure adequate stock is available to meet the ongoing demand associated with residential growth within the Town limits.</p>			
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	<input type="checkbox"/>	<b>BUDGET:</b>	<input type="checkbox"/>
	<b>STAFF REPORT:</b>	<input type="checkbox"/>	<b>PROCLAMATION:</b>	<input type="checkbox"/>
	<b>EXHIBIT(S):</b>	<input type="checkbox"/>	<b>OTHER:</b>	X
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Price Quote Form with quotes			
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>	<input type="checkbox"/>	<b>ORDINANCE:</b>	<input type="checkbox"/>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
<b>FISCAL IMPACT (if any):</b>	150 95-Gallon Garbage Totes			\$9,855.00

TOWN OF DUNDEE  
PRICE QUOTE SHEET



DATE: 3/19/2026

DEPARTMENT: Sanitation Department

NAME OF PERSON SECURING THE QUOTE: Johnathon Vice

GENERAL DESCRIPTION OF ITEM: 150 95gallon garbage carts for new residential homes

Vendor Selected:

**VENDOR #1**

COMPANY NAME: Cascade Engineering

CONTACT NUMBER: 616-975-4800 NAME OF REPRESENTATIVE: Brenda

PRICE: \$7,800.00 SHIPPING: \$2,055.00

COMMENTS: 150 95gallon garbage carts for new residential homes

Vendor Selected:

**VENDOR #2**

COMPANY NAME: Uline.com

CONTACT NUMBER: 800-295-5510 NAME OF REPRESENTATIVE: Robert

PRICE: \$18,900.00 SHIPPING: \$669.90

COMMENTS: 150 95gallon garbage carts for new residential homes

Vendor Selected:

**VENDOR #3**

COMPANY NAME: Schaefer Plastic North America LLC

CONTACT NUMBER: 704-588-2150 NAME OF REPRESENTATIVE: ben

PRICE: \$8,900.00 SHIPPING: \$1,350.00

COMMENTS: 150 95gallon garbage carts for new residential homes

DEPARTMENT DIRECTOR/SUPERVISOR: Johnathon Vice

DATE: 3/19/2026

FINANCE DIRECTOR APPROVAL: VACANT

DATE: \_\_\_\_\_

TOWN MANAGER APPROVAL: [Signature]

DATE: 3/19/2026

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

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



CASCADE ENGINEERING  
 5175 36TH ST SE  
 GRAND RAPIDS, MI 49512-2085  
 United States 616-975-4800

Item 10.

Quote Number Q45878	Rev 1	Quote Date 3/18/2026	Print Date 3/18/2026	Expire 4/17/2026
Sold To mu64061	Ship To mu64061	Purchase Order quote		

## Sales Quote

<b>Sold To</b> TOWN OF DUNDEE 1500 RACE ST. DUNDEE, FL 33838 United States	<b>Ship To</b> TOWN OF DUNDEE 1500 RACE ST. DUNDEE, FL 33838 United States
<b>Attention</b>	<b>Attention</b>
<b>Salesperson</b> REGION #44 - SHANE MARCO Email: Shane.Marco@cascadeng.com Phone: (813) 352-4842	
<b>Ship Via</b> PARTIAL FORT <b>FOB Point</b> DUNDEE FL	
<b>Remarks</b> SOURCEWELL 120324 <b>Currency</b> USD	

Ln	Item Number	Due Date	Qty Quoted	Qty to Release	Price	Extended Price
1	9696379-11-10STK CART 96 GRN/DUNDEE/ LID GRN		150.0 EA	150.0 EA	52.00	7,800.00

QUOTE SUMMARY			
Currency	USD	Line Total	
			7,800.00
		Shipping	2,055.00
		Taxable-Shipping	0.00
			0.00
		Total Tax	0.00
		<b>Total</b>	<b>9,855.00</b>

All sale transactions are subject to Cascade Cart Solutions, a Cascade Engineering Company, Standard Terms and Conditions of Sale, published on our website [https://www.cascadeng.com/sites/default/files/cascade-engineering-terms-and-conditions-of-sale\\_0.pdf](https://www.cascadeng.com/sites/default/files/cascade-engineering-terms-and-conditions-of-sale_0.pdf)



## Meeting Agenda Coversheet

<b>MEETING DATE:</b>	April 21, 2026	<b>Submitted By:</b> Johnathon Vice Public Works Director	
<b>SUBJECT:</b> <i>This will be the name of the Item as it will appear on the Agenda</i>	Discussion & Action, Approval of Tucker Paving Construction Agreement		
<b>STAFF RECOMMENDATION:</b> (MOTION READY)	A motion to approve the Tucker Paving agreement for paving of Camp Endeavor Blvd. and Lincoln Ave.		
<b>SUMMARY and/or JUSTIFICATION:</b>	<p>The Town is seeking approval to enter into a services agreement with Tucker Paving, Inc. for the construction and paving of Camp Endeavor Boulevard and Lincoln Avenue. This project will convert currently unpaved roadways into paved surfaces.</p> <p>Tucker Paving, Inc. was the awarded vendor for RFP 25-05, as approved by the Commission at the February 10, 2026, meeting. Town staff has verified that the firm possesses the qualifications and experience necessary to complete the project in a timely and cost-effective manner.</p> <p>Approval of this agreement will enhance roadway conditions, improve resident services, and support the Town's ongoing commitment to infrastructure improvements and the overall quality of life for residents.</p>		
<b>SELECT, if applicable</b>	<b>AGREEMENT:</b>	X	<b>BUDGET:</b>
	<b>STAFF REPORT:</b>		<b>PROCLAMATION:</b>
	<b>EXHIBIT(S):</b>		<b>OTHER:</b> X
<b>IDENTIFY EACH ATTACHMENT.</b> <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Tucker Paving Inc Construction Agreement Exhibit A – Tucker Paving Inc Bid Response Exhibit B – Human Trafficking Affidavit		
<b>SELECT, if applicable</b>	<b>RESOLUTION:</b>		<b>ORDINANCE:</b>
<b>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE</b> <i>(If Item is <b>not</b> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>			
<b>FISCAL IMPACT (if any):</b>	Production, Materials, Labor, Permits, etc.	\$1,454,638,20	129

## CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT** (hereafter the “Agreement”) is made and entered into this day of February 17, 2026, by and between the **TUCKER PAVING, INC.** a Florida Profit Corporation authorized to transact business in the State of Florida (hereinafter referred to as the "VENDOR"), and the **TOWN OF DUNDEE**, a Florida municipal corporation (hereinafter referred to as the "TOWN”).

### FACTUAL RECITALS

**WHEREAS**, on February 10, 2026, pursuant to section 2-159(1) of the Code of Ordinances of the Town of Dundee, Florida, the Town Commission of the Town of Dundee received and considered, at a duly noticed public meeting, informal quotations and/or proposals for the design and construction of Town of Dundee Camp Endeavor Blvd & Lincoln Ave Road paving RFP 25-05 (the “Project”); and

**WHEREAS**, pursuant to *Section 2-159 of the Code*, the procurement of goods, services, materials, supplies and equipment, by or on behalf of the TOWN, where the amount is greater than \$5,000.00 but does not exceed \$30,000.00, *informal quotations and/or proposals* satisfy the competitive bid or competitive proposal process; and

**WHEREAS** VENDOR submitted an informal proposal and/or bid (the “Response”) to the TOWN in and/or for the Project in the total amount of \$1,454,638.20; and

**WHEREAS** on February 10, 2026, at a duly noticed public meeting, the Town Commission of the Town of Dundee voted to award the Project to VENDOR in an amount not to exceed \$1,454,638.20; and

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

**WHEREAS** on February 10, 2026, the Town Commission found the Response to be the most advantageous to the TOWN, and VENDOR was selected to perform the necessary work associated with the Project; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the TOWN agrees to retain the VENDOR and VENDOR agrees to perform the agreed upon services, as described herein, and upon the following terms and conditions:

**I. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the TOWN and VENDOR. The Project specifications/requirements and the VENDOR's Response are attached hereto as **Composite Exhibit "A"** and are hereby incorporated by reference and will constitute part of this Agreement and be considered contract documents.

## II. DEFINITIONS

Words used in this Agreement shall possess their everyday and ordinary meaning, provided however, that where a term is defined by this Agreement or one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

- (a) "*Agreement*" means this **CONSTRUCTION AGREEMENT** and Contract Documents (as defined below) in and/or for the Project.
- (b) "*Day(s)*" means calendar day unless specifically stated otherwise.
- (c) "*Calendar Days*" means any and all days in a 365-day calendar year.
- (d) "*Business Days*" means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
- (e) "*Contract Documents*" means the Project and all applicable Specifications/Requirements, Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during, and after the bidding period for the Project; Change Orders issued after the Agreement is let; and any other document incorporated by reference and/or annexed hereto.
- (f) "*Effective Date*" means the date on which this Agreement is executed by the Town of Dundee or its authorized designee.
- (g) "*Services*" means the provision or performance of the services by the VENDOR, as specifically set forth in *Article III* of this Agreement and in **Composite Exhibit "A"** attached hereto and incorporated herein by reference.

## III. SCOPE OF WORK AND BONDING

The VENDOR shall perform the Project and Services (as defined by Section II(e) of this Agreement) in strict accordance with the terms set forth in this Agreement and as described in the Response which is attached hereto as **Composite Exhibit "A"** and incorporated herein by reference.

The VENDOR shall secure and maintain any and all permits and licenses required to complete Services, and shall be solely responsible for all fees, charges, and costs associated therewith; and, for purposes of this Agreement, time is of the essence for the performance of the Services.

The Vendor Shall furnish a one hundred percent (100%) performance Bond and a one hundred percent (100%) Payment Bond, each issued by a surety authorized to do business in the State of Florida and acceptable to the TOWN, as a condition precedent to the issuance of a Notice to Proceed, Such bonds shall guarantee the faithful performance and completion of the Services and payment of all labor, materials and obligations arising therefrom.

**IV. COMPENSATION**

The TOWN shall pay to the VENDOR the sum of One million four hundred fifty-four thousand six hundred thirty-eight dollars and twenty cents (\$1,454,638.20) (the “Contract Sum”) for the VENDOR’S performance of the Services (see EXHIBIT “A”). The Contract Sum shall be full and final compensation for furnishing material, labor, and executing and/or performing the Services contemplated in this Agreement: and the VENDOR, for the consideration(s) set forth herein, shall be responsible for all claims, causes of action, loss or damages arising out of the nature of the Services or from any action related to and/or arising out of Services until final completion and acceptance by the TOWN.

The TOWN shall pay the Contract Sum to the VENDOR through monthly progress payments for Services completed within each thirty (30) day period. The VENDOR shall submit an invoice with each request for payment, which shall include a detailed itemization of the Services performed and a corresponding cost breakdown. The TOWN shall have up to thirty (30) days from receipt of a complete and accurate invoice to remit payment. In the event the TOWN identifies any questions, discrepancies, or deficiencies in an invoice, the TOWN shall notify the VENDOR in writing within fifteen (15) days of receipt of such invoice. Upon such notice, the time period for payment shall be tolled as to the disputed items until such issues are resolved to the TOWN’S reasonable satisfaction. The VENDOR shall promptly address and cure any such items, and the TOWN’S obligation to remit payment shall resume upon receipt of a corrected invoice or satisfactory resolution of the identified issues.

Notwithstanding anything in this Agreement to the contrary, TOWN’S obligation to furnish payment to VENDOR is expressly subject to the appropriation of sufficient public funds by the Town Commission of the Town of Dundee (the “Town Commission”). In the event the Town Commission fails to appropriate sufficient funds to satisfy the TOWN’S payment obligations to VENDOR of any kind or type, TOWN or VENDOR may immediately terminate this Agreement and be released from any future responsibility or liability thereunder.



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

**VII. MODIFICATION OF AGREEMENT**

Any modification to this Agreement shall be mutually agreed upon by and between the TOWN and VENDOR in written amendments to this Agreement signed by both parties.

**VIII. PERFORMANCE AND TERMINATION**

The relationship of the VENDOR to the TOWN for the performance of the Services shall be that of an independent VENDOR; and the relationship of the VENDOR to the TOWN shall be governed by the terms of this Agreement.

The intent of this Agreement is to provide a general basis for performing the Services. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants prescribed by this Agreement; and, prior to the completion of the Services by the VENDOR and/or termination of this Agreement, the TOWN and VENDOR shall mutually agree in writing as to the scope of performance and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to the Services, a specific service, project, job and/or other task(s).

Upon completion of the Services and/or termination of this Agreement, VENDOR shall perform such Services as mutually agreed to in writing by the parties and reasonably necessary for the orderly closing of this Agreement. VENDOR shall be compensated for all Services performed prior to the effective date of termination, plus Services required for the orderly closing of this Agreement, including: (1) Services performed up to the termination date; and (2) all efforts necessary to document the Services completed or in progress.

The TOWN reserves the right to terminate this Agreement, without cause, by providing thirty (30) days prior written notice to the VENDOR of its intention to terminate, or with cause if at any time the VENDOR fails to fulfill or abide by any of the terms or conditions specified. Failure of the VENDOR to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the TOWN.

In addition to all other legal remedies available to the TOWN, the TOWN reserves the right to terminate and obtain from another source any items which have not been provided within the time period(s) stated in the Response and/or as provided by the TOWN, in writing, or if no such time period is provided, within a reasonable period of time from the date of the subject order and/or request, as determined by TOWN.

Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation(s) hereunder except for (i) obligations accruing prior to the date of

termination, and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, any indemnity(ies) and professional insurance coverage(s).

## **IX. CONTRACTOR INDEMNIFICATION AND INSURANCE**

This contractual indemnity is authorized by Section 725.06 of the Florida Statutes, and this contractual indemnity and insurance requirement(s) shall survive the termination of this Agreement.

### **Item 1. VENDOR'S INDEMNIFICATION**

To the fullest extent permitted by Florida law, including Section 725.06, Florida Statutes, the VENDOR shall indemnify, defend, and hold harmless the TOWN, its elected officials, officers, agents, and employees from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the VENDOR, its subcontractors, or anyone directly or indirectly employed by them or for whose acts they may be liable in the performance of the Services under this Agreement.

The VENDOR's obligation to indemnify shall not apply to the extent that such claims, damages, losses, or expenses are caused by the negligence, gross negligence, or willful misconduct of the TOWN or its officers, officials, agents, or employees. The VENDOR shall have a duty to defend the TOWN against claims covered by this provision.

Monetary Limitation: VENDOR's liability under this indemnification provision shall not exceed \$1,000,000 per occurrence, which represents a reasonable commercial relationship to the Contract Sum and is consistent with Section 725.06, Florida Statutes.

The VENDOR shall also indemnify and hold harmless the TOWN from any claims of infringement of any patent, copyright, or other intellectual property right arising out of materials or methods provided by the VENDOR, except to the extent such claims arise from specifications or requirements provided by the TOWN.

The indemnification obligations set forth herein shall survive the termination or expiration of this Agreement.

### **Item 2. VENDOR'S INSURANCE**

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

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

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

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

#### **X. STATE LAW COMPLIANCE**

VENDOR shall comply with all federal, state, and local laws or ordinances applicable to all of the provisions of this Agreement.

VENDOR agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the TOWN or VENDOR to qualify for local, state or federal funding for the Services to be rendered by VENDOR hereunder, then VENDOR shall consent to and make such modifications or amendments in a timely manner. If VENDOR is unable to comply with applicable local, state, or federal laws and regulations governing the grant of such funds for services to be rendered herein, then the TOWN shall have the right, by written notice to VENDOR, to terminate this Agreement for convenience.

- (a) VENDOR represents and warrants unto the TOWN that no officer, employee, or agent of the TOWN has any interest, either directly or indirectly, in the business of VENDOR to be conducted hereunder. VENDOR further represents and warrants unto the TOWN that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, in consideration for or contingent upon, or resulting from the award or making of this Agreement. Further, VENDOR also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Agreement. It is

absolutely understood and agreed by VENDOR that, for the breach or violation of this representation and warranty, the TOWN shall have the right to terminate this Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any percentage, gift, loan, or anything of value paid by VENDOR. VENDOR shall also require, by contract, that all of its subcontractors if authorized and/or applicable shall comply with the provisions of this representation of warranty.

(b) ***Scrutinized Companies.*** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this Agreement at the TOWN's option if the VENDOR is found to have submitted a false certification.

(c) ***Public Entity Crimes; Convicted Vendor List.*** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, VENDOR certifies that it is not on the convicted vendor list.

(d) ***Drug-Free Workplace.*** By executing this Agreement, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(e) ***E-Verify.*** By entering into this Agreement, the VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and

use the E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.

(f) ***No Consideration of Social, Political, and Ideological Interests.*** VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this Agreement.

(g) ***Contracting with Foreign Entities.*** By executing this Agreement, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(h) ***Human Trafficking Affidavit.*** VENDOR shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the Services hereunder.

**XI. COMPLIANCE WITH LAWS**

The VENDOR warrants, represents, and agrees that it will comply with applicable law (as defined by Section V of this Agreement) which includes, but shall not be limited to, all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

**XII. DATA TO BE FURNISHED TO VENDOR**

The work product of the VENDOR, which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, maps, reports, estimates, field notes, investigations, design analysis, studies, and other data or documents which are obtained or prepared in the performance of this Agreement whether in hard copy or electronic form, shall become the property of TOWN when VENDOR has been fully compensated as set forth herein. **The VENDOR may keep copies of all work product prepared pursuant to this Agreement for its records and current and/or future use.**

Pursuant to Florida law, all correspondence(s) between the TOWN and VENDOR are public records and subject to public records requests.

**XIV. FORCE MAJEURE**

Neither party hereto shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to strikes, lockouts, pandemics, and/or acts of God. For purposes of this Agreement, any delay caused by the faulty performance or nonperformance by VENDOR or VENDOR'S independent VENDOR(s) shall not be events constituting force majeure.

**XV. ASSIGNMENT**

The VENDOR shall not sublet, assign, or transfer this Agreement or any interest issued under this Agreement without the written consent of the TOWN.

No assignment or subcontracting shall be allowed without the prior written consent of the TOWN. In the event of a corporate acquisition and/or merger, the VENDOR shall provide written notice to the TOWN within thirty (30) Business Days of VENDOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by the TOWN, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

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

**XVI. TERMS, CONDITIONS, CONFLICTS AND NO WAIVER**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship.

In the event of a conflict between the terms, conditions and/or provisions set forth by this Agreement and any exhibit or document attached hereto, this Agreement shall control.

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

**XVII. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein is intended to act as a waiver of the TOWN’S sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes (2023), regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. **This provision shall survive the termination of this Agreement.**

**XVIII. ATTORNEYS’ FEES AND REMEDIES**

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

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

**XIX. CALCULATION OF TIME**

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

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

**XX. GOVERNING LAW**

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only.

**XXI. VENUE**

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10<sup>th</sup> Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Article hereof or to service of any writ, summons or other legal process in accordance with applicable law.

**XXII. NO THIRD -PARTY BENEFICIARIES**

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

**XXIV. INDEPENDENT VENDOR**

Notwithstanding any provision of this Agreement, the VENDOR and TOWN agree that the VENDOR is an independent VENDOR for all purposes and when performing any Services under this Agreement.

**XXV. ENTIRETY OF AGREEMENT**

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

**XXVI. AUTHORIZATION**

Both the TOWN and VENDOR represent and agree that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

**XXVII. REPRESENTATIONS AND WARRANTIES**

Each party signing this Agreement on behalf of TOWN and VENDOR represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein

**XXVIII. CONSTRUCTION**

The TOWN and VENDOR acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

**XXIX. GENDER NEUTRAL**

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

**XXX. RETAINAGE**

TOWN reserves the right to retain ten percent (10%) of any approved invoices or draws for the Services until substantially complete, in the sole discretion of the TOWN, which includes, but shall not be limited to, any associated punch list items. Retainage shall be specified by the TOWN, if applicable, in writing and prior to commencement of the Project and/or Services.

**XXXI. PROHIBITION AGAINST CONTINGENCY FEES**

The VENDOR warrants that he or she has not employed or retained any company or person to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of breach of this provision, the TOWN shall have the right to terminate this Agreement without further liability and, in its sole and absolute discretion, deduct from the Contract Sum, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid because of said breach.

**XXXII. LIQUIDATED DAMAGES**

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

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

**XXXIII. PUBLIC RECORDS**

VENDOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the Services contemplated herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies

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

- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement and/or any amendment(s) issued hereunder if the VENDOR does not transfer the records to the TOWN.
- 4. Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the TOWN all public records in possession of the VENDOR or keep and maintain public records required by the TOWN to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN’S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.
- 5. **IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR(S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, TOWN CLERK, (863) 438-8330, [EANDERSON@TOWNOFDUNDEE.COM](mailto:EANDERSON@TOWNOFDUNDEE.COM), 202 E. MAIN STREET, DUNDEE FLORIDA 33838.**
- 6. If the VENDOR does not comply with a public records request, the TOWN shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

**XXXIV. ACCESS TO RECORDS**

VENDOR shall retain all records relating to this Agreement for a period of three (3) years after final payment is made. VENDOR shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the TOWN, and the TOWN reserves the right to audit such records upon notice to the VENDOR.

**XXXV. FURTHER ASSURANCES**

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Services, the terms and conditions of this Agreement shall prevail.

**XXXVI. WAIVER OF JURY TRIAL**

In and/or for any legal action arising out of this Agreement and/or the performance of any term, covenant, condition and/or provision of this Agreement, the TOWN and VENDOR agree that any such action be tried and/or adjudicated before the court. **The right to a jury trial of such issues is hereby waived.**

**XXXVII. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

**XXXVIII. DUTY TO COOPERATE IN GOOD FAITH**

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

*[Rest of page intentionally left blank]*

IN WITNESS WHEREOF, the TOWN and VENDOR have caused this Agreement to be executed by their undersigned officials as duly authorized.

**TUCKER PAVING, INC:**

By: \_\_\_\_\_  
Larry Tucker III, Managing-Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**TOWN OF DUNDEE:**

By: \_\_\_\_\_  
Kenneth Cassel, Town Manager

**ATTEST:**

\_\_\_\_\_  
Erica Anderson, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Markeishia L. Smith, Town Attorney



### SALES TAX SAVINGS FORM

CONTRACT NUMBER: 863-299-2262

NAME OF PROJECT: Road paving of Camp Endeavor blvd & Lincoln Ave

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
RCP	\$35,549.68	\$2,325.68	\$33,224.0

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



5658 Lucerne Park Road  
 Winter Haven, FL 33881  
 Phone: 863-299-2262  
 Fax: 863-294-1007  
 www.tuckerpaving.com

<b>To:</b>	The Town Of Dundee	<b>Contact:</b>	Erica Anderson
<b>Address:</b>	202 East Main Street, PO Box 1000 Dundee, FL 33838	<b>Phone:</b>	(863) 438-8330
		<b>Fax:</b>	(863) 438-8338
<b>Project Name:</b>	Road Paving Of Camp Endeavor Blvd. & Lincoln Ave.	<b>Bid Number:</b>	26-0035
<b>Project Location:</b>		<b>Bid Date:</b>	1/21/2026
<b>Addendum #:</b>	Rev 3		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
104-12	SEDIMENT BARRIER	9,550.00	LF	\$1.00	\$9,550.00
120-1	REGULAR EXCAVATION	9,080.00	CY	\$2.00	\$18,160.00
120-6	EMBANKMENT	638.00	CY	\$24.00	\$15,312.00
104-12	OPTIONAL BASE (BASE GROUP 09) (LIMEROCK, LBR 100) (10")	15,726.00	SY	\$28.00	\$440,328.00
334-1-13	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (9.5)	1,809.00	TON	\$164.00	\$296,676.00
430-17	PIPE CULVERT (RCP) (ROUND) (18")	616.00	LF	\$72.00	\$44,352.00
430-982-125	MITERED END SECTION (CROSS DRAIN) (ROUND) (18")	16.00	EACH	\$1,721.00	\$27,536.00
530-3-004	RIPRAP - RUBBLE (DITCH LINING) (FURNISH AND INSTALL)	60.00	TON	\$90.00	\$5,400.00
570-1-2	PERFORMANCE TURF (SOD) (BAHIA)	17,215.00	SY	\$4.00	\$68,860.00
700-1-50	SINGLE POST SIGN (RELOCATE)	5.00	EACH	\$201.00	\$1,005.00
261	NUCLEAR DENSITY TEST	1.00	EACH	\$23.00	\$23.00
262	PROCTOR T-180 or T-99	1.00	EACH	\$86.00	\$86.00
101-1	MOBILIZATION	1.00	LS	\$226,500.00	\$226,500.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$125,805.73	\$125,805.73
110-1-1	CLEARING & GRUBBING	1.00	LS	\$55,560.00	\$55,560.00
	12" COMPACTED SUBGRADE	15,726.00	SY	\$1.00	\$15,726.00
	STRIPING & SIGNAGE: 6" White Line (9,390 LF), 2" Yellow Line (9,390 LF), 24" Stop Bar Painting (15 EA), 24" Stop Bar Thermoplastic (15 EA), R1-30.1 Stop Sign (15 EA), R2-1 Speed Limit (6 EA), W41- 4D 30"X30" (2 EA), W1-2 30" W/ W13-1P 18" (2 EA), D3-1 (1 EA), EXISTING SIGN RELOCATE (WOODEN POST) NO TRESPASSING (3 EA).	1.00	LS	\$99,679.47	\$99,679.47
	CONCRETE CURB & GUTTER (TYPE MIAMI CURB)	20.00	LF	\$37.00	\$740.00
	CONCRETE SPILLWAY (REINFORCED) (4" THICK)	63.00	SY	\$53.00	\$3,339.00

**Total Bid Price: \$1,454,638.20**



5658 Lucerne Park Road  
 Winter Haven, FL 33881  
 Phone: 863-299-2262  
 Fax: 863-294-1007  
 www.tuckerpaving.com

<b>To:</b>	The Town Of Dundee	<b>Contact:</b>	Erica Anderson
<b>Address:</b>	202 East Main Street, PO Box 1000 Dundee, FL 33838	<b>Phone:</b>	(863) 438-8330
		<b>Fax:</b>	(863) 438-8338
<b>Project Name:</b>	Road Paving Of Camp Endeavor Blvd. & Lincoln Ave.	<b>Bid Number:</b>	26-0035
<b>Project Location:</b>		<b>Bid Date:</b>	1/21/2026
<b>Addendum #:</b>	Rev 3		

**Notes:**

**Not Included in Proposal:**

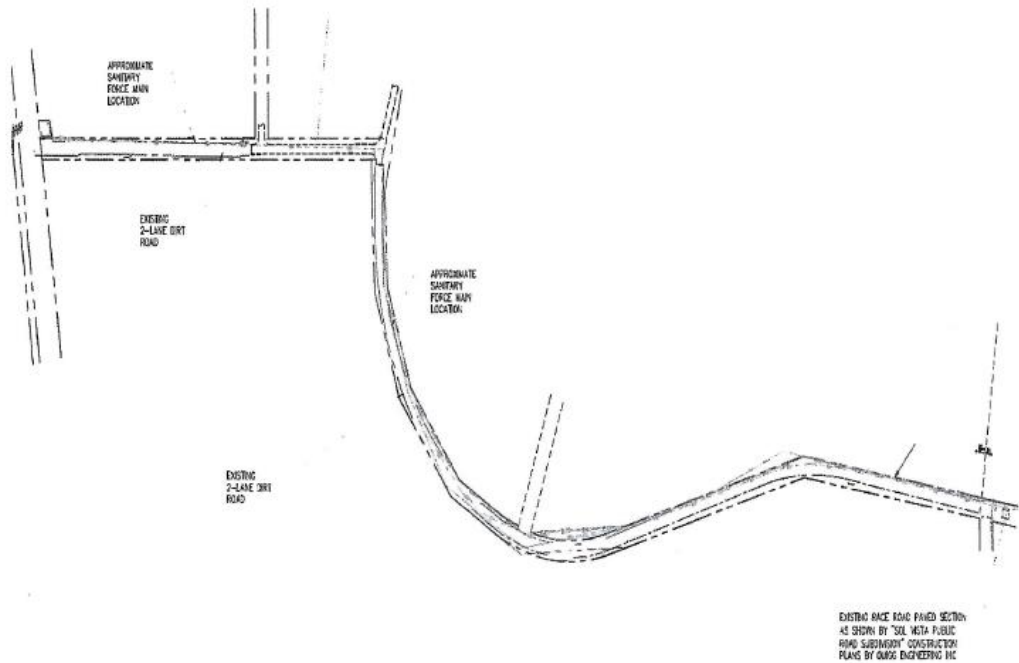
- Permits, SWPPP Permits, And Permit Fees
- Soil Testing, Concrete Testing, And CEI Certification & Inspection
- Landscaping & Irrigation
- Tree Protection/Pruning/Relocation
- Dumpster Pad Enclosure Wall
- Retaining Walls, Footers, And Excavation/Backfill Of Footers
- Asbestos Removal
- Relocation/Repair Of Fence/Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities (Except As Listed In Proposal)
- Well Abandonment
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Excavation/Backfill Of Building Foundation And/Or Footers
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Project Identification Sign
- Storm Sewer System
- Potable Water System
- Fireline Water System
- Relocate Power Poles
- Materials / Work / Services not indicated or listed.

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Tucker Paving, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Alejandro Sevilla                  863-299-2262 asevilla@tuckerpaving.com</p>
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Our firm understands that the Town of Dundee seeks a qualified contractor to provide turn-key roadway paving services for Camp Endeavor Boulevard and Lincoln Avenue in full compliance with RFP 25-05, Rayl Engineering's August 2024 plans, and all applicable standards. The project includes complete roadway preparation and construction activities such as clearing, grading, subgrade and base preparation, asphalt paving, shoulder construction, restoration, sodding, striping, traffic maintenance, erosion control, and public safety measures, all to be delivered within the required 60-business-day performance period following Notice to Proceed. We acknowledge responsibility for obtaining all necessary permits, maintaining coordination with Town staff and the project engineer, ensuring continuous access and safety for the public, and delivering durable, high-quality work on a lump-sum basis with minimal community disruption and full adherence to schedule, quality, and regulatory requirements.

One exception to the requirements is completion of the project within 60 Days. Our Material Procurement will make this impossible.

EXHIBIT -A-



**CERTIFICATION OF DRUG-FREE WORKPLACE**

**LARRY TUCKER III** (“Undersigned”), certify that:

- (1) Undersigned is President (insert job title) and duly authorized to act on behalf of the Vendor Tucker Paving Inc that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
  - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
  - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, Tucker Paving Inc  
\_\_\_\_\_, acknowledges, understands, and complies fully with the above requirements.

DATE: 01/20/2026 NAME OF ENTITY: TUCKER PAVING INC

PHONE/FAX: 863-299-2262

ADDRESS: 5658 LUCERNE PARK RD WINTER HAVEN FL 33881

SIGNATURE:  \_\_\_\_\_

PRINT NAME: LARRY TUCKER III

**NONCOLLUSION AFFIDAVIT OF BIDDER**

**State of Florida**

**County of Polk**

I LARRY TUCKER III ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is President (insert job title) of TUCKER PAVING INC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

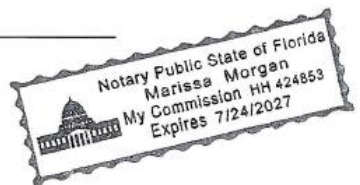
STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF January, 20 26

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

SIGN: *Marissa Morgan*  
TYPE OF ID PRODUCED \_\_\_\_\_

PRINT: Marissa Morgan



A2

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name Tucker Paving Inc

Signature  Date: 01/20/2026

Printed Name LARRY TUCKER III

Title President

PRIVATE PROVIDER FIRM \_\_\_\_\_

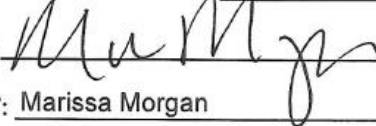
**THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:**

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF January, 20 26

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME  Produced I.D. \_\_\_\_\_

TYPE OF ID PRODUCED \_\_\_\_\_

SIGN:   
PRINT: Marissa Morgan







POWER OF ATTORNEY

Certificate No: 8214937-984127

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of JANUARY, 2026



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

# AIA® Document G703™ – 1992 Instructions

## Continuation Sheet

### GENERAL INFORMATION

**Purpose and Related Documents.** AIA Document G703™, Continuation Sheet, is to be used in conjunction with AIA Document G702™, Application and Certificate for Payment, or AIA Document G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Documents A201™, General Conditions of the Contract for Construction, and A232™, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### COMPLETING G703-1992

**Heading.** This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, whichever is applicable.

**Columns A, B and C.** These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required. Column C should be sub-totaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

**Column D.** Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

**Column E.** Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

**Column F.** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period).

**Column G.** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H.** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I.** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders.** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 or G732 form, whichever is applicable.

**Construction Change Directives.** Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Section 7.3 of AIA Document A201 or Section 7.3 of AIA Document A232.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Set in Det. D)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If variable rates)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	9,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
10									
11	GRAND TOTAL	105,000	20,000	10,000	10,000	40,000		65,000	

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# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
APPLICATION DATE:  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(F variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>						
GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# AIA<sup>®</sup> Document G702™ – 1992 Instructions

## **Application and Certificate for Payment**

### **GENERAL INFORMATION**

**Purpose and Related Documents.** AIA Document G702™–1992, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703™, Continuation Sheet. These documents are designed to be used on a Project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201™, General Conditions of the Contract for Construction.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### **COMPLETING G702**

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign G702, have it notarized, and submit it, together with G703, to the Architect.

The Architect should review G702 and G703 and, if they are acceptable, complete the Architect's Certificate for Payment on G702.

The Architect may certify a different amount than that applied for, pursuant to Sections 9.5 and 9.6 of A201. The Architect should then initial all figures on G702 and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702 and G703 should be forwarded to the Owner.

### **MAKING PAYMENT**

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702.

### **EXECUTING THE DOCUMENT**

Persons executing the document should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the document. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

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# AIA<sup>®</sup> Document G702™ - 1992

## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: Distribution to:  
 PERIOD TO: OWNER   
 CONTRACT FOR: ARCHITECT   
 CONTRACT DATE: CONTRACTOR   
 PROJECT NOS: / / FIELD   
 OTHER

FROM CONTRACTOR: VIA ARCHITECT:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$
2. NET CHANGE BY CHANGE ORDERS ..... \$
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$

5. RETAINAGE:
  - a. \_\_\_\_\_ % of Completed Work  
(Column D + E on G703) \$
  - b. \_\_\_\_\_ % of Stored Material  
(Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$

6. TOTAL EARNED LESS RETAINAGE ..... \$  
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$  
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>
NET CHANGES by Change Order	\$	\$

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_ day of \_\_\_\_\_  
 me this \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

References				
Name	Address	Phone Number	Contact	Email
Whitehead Construction	601 6th st sw winter haven fl	863-293-6473	Bari Fulton	Bari@whiteheadconstruction.com
Choate Construction	2907 Providence Rd, Suite 400 Charlotte NC	704-556-0550	Cindy Tomcik	Ctomcik@choatsco.com
Polk County Roads & Drainage	3000 Sheffield Rd Winter Haven fl 33880	863-535-2200	Jose Fernandez	josefermandez@polk-county.net



5658 Lucerne Park Road  
 Winter Haven, FL 33881  
 Phone: 863-299-2262  
 Fax: 863-294-1007  
 www.tuckerpaving.com

Tucker Paving, Inc. is a turn-key sitework, paving, and concrete contractor specializing in industrial, commercial, private, and residential sitework. Tucker Paving, in Winter Haven, Florida has been serving the area for over 29 years. We currently hold a State Certified Class "A" General Contractor's License along with a State Certified Underground Utilities License and a Class V State Fire Line License.

- **Services Offered:**
  - Sitework, underground utilities, base, asphalt, concrete, hauling, and recycled aggregate.
- **Employees and Equipment:**
  - 410 team members
  - Our experienced in-house personnel self-perform the work, assuring enhanced safety, schedule oversight, and cost control. Our staff includes estimators, project managers, superintendents, operators, pipe, earthwork, asphalt crews, and full time Director of Safety.
  - Equipment fleet comprised of 131 pieces of company owned equipment.
- **Bonding Capacity:**
  - Ability to bond single projects in excess of \$50,000,000 with an aggregate limit of \$80,000,000.
- **Safety:**
  - Experience Modification Rating of .61 for 03/10/2024 – 02/01/2025.
- **Client Base:**
  - We work for state and local governments as well as private developers, general contractors, theme parks, and national home builders. Projects range in size from \$20,000 - \$ 30,000,000.
- **Florida Department of Transportation:**
  - FDOT prequalified contractor with bid capacity of 202,300,000.

CGC040393

CUC1225142

FPC14-000063

# Exhibit B

## HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]: TUCKER PAVING INC

Executed this 20 day of JAN, ~~2025~~ 2026

By: [Signature]  
Name: LARRY TUCKER III  
Title: President

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization, this 20 day of Jan, ~~2025~~ 2026 by Larry Tucker III, as President of Tucker Paving Inc.,  who is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

[Signature]  
Notary Public Signature  
Print Notary Name: Marissa Morgan  
My commission expires: 7/24/27

A5

