



TOWN COMMISSION MEETING AGENDA

October 06, 2026 at 6:30 PM

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR OCTOBER 06, 2026

A. Minutes

September 1, 2026, TC Meeting Minutes

B. Agreements

Republic Services Municipal Solid Waste Collection and Exclusive Franchise Agreement

PRWC Temporary Construction Easement

PRWC Permanent Easement Parcel 3016

PRWC Permanent Easement Metering

C. Board Re-Appointment

Sean Holten – Code Review Committee

APPROVAL OF AGENDA

NEW BUSINESS

- 1. DISCUSSION & ACTION, ORDINANCE 26-17 ADOPTING THE 2024 IPMC**
- 2. DISCUSSION & ACTION, RESOLUTION 26-32 ODYSSEY MANUFACTURING COMPANY FOR THE PURCHASE OF SODIUM HYPOCHLORITE**
- 3. DISCUSSION & ACTION, ADOPTION OF BUILDING FEE SCHEDULE**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Clerk

Town Manager

Commissioners

Mayor

ADJOURNMENT

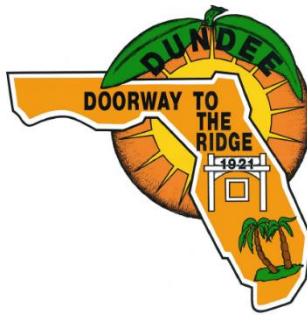
PUBLIC NOTICE: Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

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

MEETING DATE:	October 6, 2026	Submitted By: Erica Anderson, Town Clerk		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	Approval of the consent agenda			
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends approval of the 10.6.2026 TC Consent Agenda			
SUMMARY and/or JUSTIFICATION:	A. Minutes 1. September 1, 2026, TC Meeting Minutes B. Agreements 1. REPUBLIC SERVICES MUNICIPAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT 2. PRWC Temporary Construction Easement 3. PRWC Permanent Easement Parcel 3016 4. PRWC Permanent Easement Metering 5. Planning Advisory Services Agreement C. Board Re-Appointment 1. Sean Holten – Code Review Committee			
SELECT, if applicable	AGREEMENT:	X	BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER:	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	September 1, 2026, TC Meeting Minutes REPUBLIC SERVICES MUNICIPAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT PRWC Temporary Construction Easement PRWC Permanent Easement Parcel 3016 PRWC Permanent Easement Metering Sean Holten – Code Review Committee Appointment			
SELECT, if applicable	RESOLUTION:		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>				
FISCAL IMPACT (if any):	N/A			



TOWN COMMISSION MEETING MINUTES

September 1, 2026, at 6:30 PM

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

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

CALL TO ORDER at 6:30 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Garrison

INVOCATION provided by Commissioner Richardson

RECOGNITION OF SERGEANT AT ARMS, Sgt. Eason

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Mayor Joe Garrison

Vice Mayor Ray Hunt

Commissioner Annette Wilson

Commissioner Mary Richardson

Commissioner Julia Hunt

ALSO PRESENT:

Town Manager Ken Cassel

Town Attorney Markeishia Smith

Town Clerk Erica Anderson

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Suzetta Hinson – reinstating the Christmas parade

Delonda Hall – Bench under the tree at Lake Marie

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR SEPTEMBER 1, 2026

TC Meeting Minutes, September 1, 2026, at 6:30 p.m.

Page 1 of 5

The minutes being reviewed include minutes from the following meetings:

A. MINUTES

1. August 4, 2026, Town Commission Meeting Minutes

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

Commissioner Wilson moved to approve the August 4, 2026, commission meeting minutes, seconded by Commissioner Richardson.

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

The motion passed unanimously.

APPROVAL OF AGENDA

Vice Mayor Hunt moved to approve the agenda without changes, seconded by Commissioner Wilson.

PUBLIC HEARINGS

1. DISCUSSION & ACTION, ORDINANCE 26-14 CENTRAL FLORIDA OUTDOOR STORAGE, INC, VOLUNTARY ANNEXATION 2ND READING

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

The Applicant, Central Florida Outdoor Storage, Inc. through Donielle Mixon is requesting a Voluntary Annexation from Unincorporated Polk County to the corporate limits of the Town of Dundee.

The proposed site is located on Almburg Road, east of Scenic Highway and west of Steward Road, in Unincorporated Polk County, Section 35. Township 28 South, Range 27 East, further described as parcel: 272835-000000-044040.

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

Commissioner Wilson moved to approve Ordinance 26-14, seconded by Commissioner Hunt.

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

The motion passed unanimously.

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

Town Manager Cassel provided the analysis.

The EAR evaluates the Town's Comprehensive Plan against current conditions and Florida law. It identifies updates needed for the required 10- and 20-year planning horizons; statutory references and definitions; levels of service; administrative, concurrency, mobility, and transportation provisions; site-specific policies; utilities; housing; resiliency infrastructure; and capital improvements. The proposed process includes drafting, staff review, Planning and Zoning Board review, Town Commission transmittal review, state coordinated review, and final adoption.

Florida Commerce acknowledged receipt of the Town's notification on September 24, 2024, and stated that the EAR-based amendments were to be transmitted by September 24, 2025, in a single plan-amendment cycle. Because that date has passed, staff and the Town Attorney should confirm the Town's compliance status and corrective schedule with Florida Commerce before formal processing.

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

Commissioner Wilson moved to approve EAR Comprehensive plan update, seconded by Commissioner Richardson.

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

The motion passed unanimously.

NEW BUSINESS

3. DISCUSSION & ACTION, RESOLUTION 26-24 VISTA DEL LAGO PHASE IV SUBDIVISION SITE DEVELOPMENT PLAN

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

The Applicant, Daniel Kovacs of Tract Engineering on behalf of Vista Del Lago of Polk County LLC is requesting approval of Subdivision Site Development Plan (SSDP) for Vista Del Lago Phase IV Subdivision. The proposed subdivision is located on 7.31+/- acres of land and is located west of Welsh Road, and the east side of A T Race Road further described as parcels: 272834-853000-000121. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning designation of Residential Single Family (RSF-3). The proposed project includes 32 single-family units and 0.454+/- acres of open space (0.371+/- acres required) to be owned and maintained by the Homeowners Association (HOA).

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

Commissioner Wilson moved to approve Resolution 26-24, seconded by Vice Mayor Hunt.

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

The motion passed unanimously.

4. DISCUSSION & ACTION, DISCUSSION & ACTION TUCKER PAVING CHANGE ORDER

Public Works Director Vice presented this item to the commission.

Staff has received two (2) change orders from contractor Tucker Paving Inc. for the Camp Endeavor Blvd/ Lincoln Ave paving project, and staff is seeking approval for the change orders, which will be billed in the next billing cycle from contractor Tucker Paving Inc. if approved by the Commission and Mayor. Change Order #1 -Construction Layout w/ as-builts (Additional Survey) – this change order was required to correct the alignment from existing pavement that was installed per plan by Bella Vista Subdivision to the existing pavement on Lincoln Ave. There was a noticeable misalignment once the contractor was able to stake out the roadway. Change Order #2 additional structures/ piping – during the pre-construction meeting, it was brought to the Town's and Tucker Paving Inc attention that we had to add an additional entrance point on Lincoln Ave for the property owner that was shown on the original Plat; this wasn't taken into consideration during the plan review or design process. Ryal Engineering provided this information during the Pre- Construction Meeting after the bid was approved.

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

Michelle Thompson – Will the town receive monies from the approving engineer as a result of this item.

Vice Mayor Hunt moved to approve the Tucker Paving Change Order, seconded by Commissioner Wilson.

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

The motion passed unanimously.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – Report for August 2026

- 261 calls for service
- 328 traffic stops

Dundee Fire Department – Report for August 2026

- 96 calls for service
- 2 fires
- 70 medical
- 7 public services
- 17 non-emergencies

Town Attorney – Attorney Smith provided a presentation to the commission on CRA's, Overlay Districts, Special Districts, and Redevelopment tools, as well as Rules of Procedure and Governing Authority.

Town Manager – Town Manager Cassel had no additional comments.

Commissioners

Commissioner Hunt – No Comment.

Commissioner Wilson – She expressed her appreciation for the community and announced “Conversations with the Commissioner” to have community discussions on Tuesday, September 15, 2026, at the PCSO Substation.

Commissioner Richardson – She thanked the residents and Town staff for attending the meeting and spoke of resources for the public.

Vice Mayor Hunt – He thanked everyone for coming out and their participation.

Mayor – He stated the parks are looking good and announced the town retreat to be held on Saturday, September 26, 2026, from 8:30 to 4:30 p.m. He spoke about a possible gravesite/cemetery for the town, and DOT possibly repaving the parking on Main St.

ADJOURNMENT at 8:03 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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MUNICIPAL COMMERCIAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT

**BETWEEN
THE TOWN OF DUNDEE, FLORIDA
AND
REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP
d/b/a REPUBLIC SERVICES OF POLK COUNTY**

*IFB 26-02
FY 2025-2026 Sanitation Department
Commercial Solid Waste Collections*

DRAFT FOR TOWN COMMISSION REVIEW

Attorney Revision Date: September 11, 2026

MUNICIPAL COMMERCIAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT

THIS MUNICIPAL COMMERCIAL SOLID WASTE COLLECTION AND EXCLUSIVE FRANCHISE AGREEMENT (the "Agreement") is made and entered into effective October 1, 2026 (the "Effective Date"), by and between the TOWN OF DUNDEE, FLORIDA, a Florida municipal corporation (the "Town"), and REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP, d/b/a REPUBLIC SERVICES OF POLK COUNTY (the "Company").

RECITALS

WHEREAS, the Town issued Invitation for Bid No. 26-02 for FY 2025-2026 Sanitation Department Commercial Solid Waste Collections (the "IFB"), including the Town of Dundee General Provision Clauses, Terms and Conditions, the Town's written Questions and Answers/clarifications, bid forms, specifications, and other solicitation documents;

WHEREAS, Company submitted a bid and proposal in response to IFB 26-02, including pricing, service commitments, a 15% franchise fee acknowledgment, and operational representations concerning commercial solid waste collection;

WHEREAS, the Town Commission, by action taken at a duly noticed public meeting on _____, 2026, approved the award and this Agreement, subject to execution by the parties;

WHEREAS, the parties intend this Agreement to implement and clarify the commercial dumpster and roll-off franchise contemplated by IFB 26-02, while excluding Town-serviced commercial carts and source-separated recovered materials to the extent required by Florida law; and

WHEREAS, the parties find that reliable commercial solid waste collection, transparent customer billing, appropriate container sizing, and accurate franchise-fee reporting promote the public health, safety, welfare, and fiscal interests of the Town and its commercial customers.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated below, the parties agree as follows:

1. CONTRACT DOCUMENTS; INCORPORATION; ORDER OF PRECEDENCE

1.1 The Recitals are true and correct and are incorporated into this Agreement. The "Contract Documents" consist of this Agreement and its exhibits; IFB 26-02; the Town of Dundee General Provision Clauses, Terms and Conditions; the Town's written IFB 26-02 Questions and Answers/clarifications; any addenda; Company's bid and proposal, including its pricing proposal and written service commitments; required bonds and insurance documents; and any later written amendment or change approved in accordance with this Agreement.

1.2 If a conflict exists, the documents shall control in the following order: (a) applicable federal, state, and local law and the Town Code; (b) this Agreement and later written amendments approved by the Town; (c) Town-issued addenda and written IFB clarifications; (d) IFB 26-02 and its General Terms; and (e) Company's bid and proposal. A qualification, exception, website term, invoice term, or other Company term is not binding on the Town unless expressly accepted in this Agreement or in a later written amendment approved by the Town Commission when required.

1.3 No provision of this Agreement shall be construed to waive or supersede the Town's police power, regulatory authority, sovereign immunity, or any requirement of the Town Code or Florida law.

2. GRANT AND SCOPE OF EXCLUSIVE FRANCHISE

2.1 Subject to the Contract Documents and applicable law, the Town grants Company the exclusive right and obligation during the Term to provide commercial solid waste collection and disposal service within the Town's municipal limits using 2-, 4-, 6-, and 8-cubic-yard front-load dumpsters and commercial roll-off containers larger than 10 cubic yards (collectively, the "Covered Services"). Covered Services include permanent and temporary commercial roll-off service to the extent included in IFB 26-02.

2.2 The exclusive grant does not include: (a) 95- or 96-gallon commercial cart service, which the Town may provide; (b) collection performed directly by the Town in connection with Town operations, street maintenance, lot clearing, parks, public spaces, or other municipal functions; (c) a contractor's removal with its own equipment and labor of waste generated by its own building or remodeling operations to the extent permitted by the Contract Documents and law; (d) hazardous, biomedical, or other excluded waste that Company is not authorized to collect; or (e) source-separated recovered materials or recycling that may lawfully be collected by a certified recovered materials dealer under section 403.7046, Florida Statutes.

2.3 New commercial customers and newly developed commercial areas within the Town's municipal limits shall be included in the Covered Services without a separate amendment, subject to applicable law and any lawful preexisting rights. Newly annexed areas shall be included when legally permissible; if special transition terms are required by law or an existing agreement, the parties shall cooperate to document those terms without expanding rates beyond those approved by the Town.

2.4 Company shall maintain any Town registration required for a private solid waste hauler and shall comply with all container-approval and other nonconflicting Town Code requirements throughout the Term.

3. TERM; OPTIONAL RENEWAL

3.1 The initial term begins October 7, 2026 and continues for three (3) years through September 30, 2029 (the "Initial Term"), unless earlier terminated in accordance with this Agreement.

3.2 The Town may exercise one optional additional three (3) year renewal through September 30, 2032 by written action approved by the Town Commission and accepted by Company. Any renewal is subject to satisfactory performance, required bonds and insurance, current statutory affidavits/certifications, and approved rates. There is no automatic renewal or automatic month-to-month extension.

3.3 If necessary to avoid interruption of essential service while a successor procurement is completed, the Town may request a short holdover on the same terms for up to ninety (90) days. Any holdover must be approved in writing and does not create a further renewal right.

4. SERVICE REQUIREMENTS AND OPERATIONS

4.1 Company shall furnish at its sole cost all labor, vehicles, containers, equipment, supervision, licenses, disposal arrangements, customer-service resources, and other items necessary to perform the Covered Services safely, lawfully, continuously, and in a good and workmanlike manner.

4.2 Company shall provide the container sizes and service frequencies shown in Exhibit B and shall maintain sufficient personnel, trucks, backup equipment, and contingency resources to complete routes without unreasonable interruption. Collection routes and material changes to regular schedules shall be provided to the Town's Public Works/Sanitation staff.

4.3 Regular collection shall occur during the hours authorized by the Town Code and the Contract Documents. Company shall use reasonable care to minimize noise, litter, leakage, spillage, traffic obstruction, and damage to public and private property. Any material spilled by Company shall be promptly collected and the area cleaned.

4.4 Company shall return containers to their designated locations, close lids/gates when practicable, and leave enclosures reasonably clean after service. Company shall comply with lawful Town directions regarding public safety, emergency access, and placement of containers within rights-of-way or Town property.

5. COORDINATED SITE ASSESSMENTS; CONTAINER RIGHT-SIZING; OVERAGE PREVENTION

5.1 Company and Town staff shall coordinate site assessments for commercial customers so that container size, collection frequency, access, and placement are reasonably matched to each customer's actual waste volume and operating conditions. Company shall give the Town's designated Public Works/Sanitation representative reasonable advance notice of scheduled initial assessments and material re-assessments so Town staff may attend. Town attendance is not required for Company to complete an assessment.

5.2 At an assessment, Company shall evaluate available 2-, 4-, 6-, and 8-cubic-yard dumpster sizes, collection frequency, container location, truck access, enclosure limitations, and observable recurring volume. Company shall provide the customer, and upon request the Town, a written or electronic recommendation identifying the proposed container size and frequency and any material access or placement issue.

5.3 The purpose of the assessment process is to reduce avoidable overload/overage charges and unnecessary service costs through right-sizing and appropriate service frequency. Company shall not represent that Town staff's participation is an engineering review, a guarantee of capacity, or an assumption by the Town of responsibility for a customer's waste generation or service level.

5.4 An overload or overage charge may be assessed only when the condition giving rise to the charge is documented in Company's service record, including a date/time record and photograph when reasonably practicable. If the same customer incurs two (2) overload/overage charges within any sixty (60) day period, Company shall promptly notify the customer and the Town and offer a no-cost service re-assessment before assessing a third overload/overage charge. The customer shall be given a reasonable opportunity to change container size or collection frequency. If the customer declines the re-assessment, declines a recommended service adjustment, or fails to respond after reasonable notice, Company may thereafter assess otherwise-approved overload/overage charges consistent with Exhibit B.

5.5 Nothing in this Section creates a partnership, joint venture, agency, or shared liability between the Town and Company. Company remains solely responsible for its operational recommendations, equipment, collections, and charges, and each customer remains responsible for its own waste generation and compliance with service requirements.

6. CUSTOMER BILLING; APPROVED RATES; CHARGES

6.1 Company shall bill commercial and roll-off customers directly. The Town is not the guarantor of private customer accounts and is not responsible for a customer's unpaid invoice.

6.2 Company may charge only rates, fees, and surcharges expressly approved or authorized by the Town Commission and stated in Exhibit B or a later written rate resolution/amendment. Customer-specific commercial roll-off rates established in accordance with Exhibit B, Section B.4 are authorized by this Agreement and do not require individual Town approval. No invoice term, website fee, fuel/environmental surcharge, administrative charge, recovery fee, franchise-fee surcharge, or other additional amount may be imposed unless specifically authorized by the Town. The 15% franchise fee is already incorporated into Company's pricing and shall not be added as a separate customer surcharge.

6.3 Customer invoices shall be sufficiently itemized to identify the account, service period, container size, service frequency, base service charge, extra pickups, overload/overage charges, roll-off charges, credits, and any other Town-approved charge. Company shall maintain invoice and service documentation sufficient for Town review and audit.

6.4 Company may suspend service to a delinquent private customer only after the account is at least sixty (60) days past due and after providing the customer and the Town at least five (5) business days' written notice of the intended suspension. Company shall comply with applicable law and Town requirements concerning health/safety conditions. Customer delinquency does not constitute a Town default and does not authorize Company to terminate this Agreement.

7. ANNUAL RATE ADJUSTMENTS; EXTRAORDINARY COST PETITIONS

7.1 On each anniversary of the Effect Date of this Agreement, Company shall increase the rates for all Services in an amount equal to 5% of the then-current rates.

7.2 Except for a rate adjustment approved by the Town Commission under Section 7.1, pricing may not be increased during a contract year. Company may petition the Town Commission for consideration of an extraordinary adjustment based on an unusual, material change in law, disposal location, disposal charge, or other extraordinary cost circumstance contemplated by the IFB. Any petition must be supported by documentation sufficient to demonstrate the basis and amount requested, may not duplicate costs already addressed through another approved adjustment, and creates no entitlement to an increase. No extraordinary adjustment is effective unless approved in writing by the Town Commission.

7.3 The Town may request a downward rate adjustment when documented unusual changes materially decrease the cost of providing Covered Services, consistent with the IFB. No requested increase or decrease changes an approved rate unless approved in writing by the Town Commission.

8. FRANCHISE FEE; REVENUE REPORTING; AUDIT

8.1 Company shall pay the Town a franchise fee equal to fifteen percent (15%) of Gross Billings for commercial and roll-off Covered Services within the Town. "Gross Billings" means the total amounts invoiced for Covered Services, including base service, extra pickups, overload/overage charges, roll-off hauling/disposal charges, and other Town-approved Covered Service charges, before deduction of Company operating costs. Documented credits, refunds, and bona fide billing reversals may be applied in the period in which entered. Taxes or governmental assessments collected solely for remittance to another governmental entity are excluded.

8.2 Franchise fees shall be paid quarterly no later than the twentieth (20th) day of the month following the end of each calendar quarter. Each payment shall be accompanied by a certification signed by an authorized Company representative and a report showing, at minimum, customer/account count; service location; container size/frequency; commercial and roll-off Gross Billings by category; credits/adjustments; and the franchise-fee calculation. Reports shall be provided electronically in a format reasonably acceptable to the Town.

8.3 Company shall also provide the Town, no later than the tenth (10th) day of each month, a current commercial account/service list showing active service locations, container size, service frequency, and material account changes. This operational report may omit confidential payment-card or bank information and other information exempt from disclosure by law.

8.4 Company shall maintain records sufficient to verify Covered Service billings and franchise-fee payments for at least five (5) years after the applicable billing period, or longer if required by law. Upon reasonable notice, the Town or its designated auditor may inspect or audit relevant records, including electronic billing data, at a mutually reasonable time and location or by secure electronic production. The Town shall bear its audit cost unless an audit identifies an underpayment of more than five percent (5%) for the audited period, in which event Company shall reimburse the Town's reasonable audit cost in addition to promptly paying the deficiency and any amount otherwise due under law or the Town Code.

9. MUNICIPAL FACILITIES AT NO ADDITIONAL COST

9.1 Company shall provide, at no additional cost to the Town, the container sizes and collection frequencies listed in Exhibit C. The listed services are included as part of Company's obligations under this Agreement, whether identified in Company's bid or expressly agreed to in this Agreement, and are not subject to customer billing or the franchise fee.

9.2 The Town may substitute a Town-owned or Town-controlled location for a listed location upon reasonable notice when the substitute requires an equivalent or lower aggregate container size and collection frequency. Any net increase in the aggregate no-cost service obligation shall require written agreement of the parties and any approval required by the Town Commission.

10. CUSTOMER SERVICE; COMPLAINTS; MISSED PICKUPS; SERVICE GUARANTEE

10.1 Company shall maintain a local or toll-free customer-service number and adequate customer-service personnel during normal business and collection hours. Company shall maintain a reliable method for Town staff to escalate operational and billing issues to Company management.

10.2 Company shall investigate service complaints promptly. Verified missed scheduled collections, service delays, or similar routine service failures shall be corrected within twenty-four (24) hours after notice, unless a Force Majeure event directly prevents correction. Company shall document the complaint, disposition, and corrective action and provide that information to the Town upon request.

10.3 Repeated failure to meet the 24-hour response/correction standard, repeated missed routes, insufficient equipment/staffing, unauthorized charges, or material billing/reporting deficiencies constitute performance issues subject to the default remedies in Section 18.

11. EQUIPMENT; ACCESS; PROPERTY DAMAGE

11.1 Company owns and is responsible for the maintenance and safe operation of its vehicles and containers. Customers shall not intentionally move, alter, misuse, or overload Company containers except as authorized. Company may charge only Town-approved charges for damage or misuse attributable to a customer and supported by reasonable documentation.

11.2 Company is responsible for loss or damage to public or private property to the extent caused by the negligence, recklessness, willful misconduct, or violation of law of Company or its employees, agents, subcontractors, or equipment. Nothing in this Agreement releases Company from responsibility for pavement, curbing, structures, enclosures, utilities, or adjacent property damaged by Company's negligent operation.

11.3 The Town is not responsible for loss or damage caused by a private customer. The Town is responsible only to the extent liability is legally imposed on the Town for the Town's own negligent acts or omissions, subject at all times to Section 768.28, Florida Statutes, and all defenses and limitations available to the Town.

11.4 The applicable customer shall provide Company reasonable, safe, and unobstructed access to the collection container on the scheduled service day. If lack of access at a private customer location requires an additional trip, Company may charge that customer only an otherwise-approved charge stated in Exhibit B and only when the access condition and additional trip are reasonably documented. The Town is not responsible for a private customer's failure to provide access. At a Town facility, Company shall coordinate any access issue with Town staff, and no additional charge may be imposed on the Town without prior written Town authorization.

12. EXCLUDED WASTE; RECOVERED MATERIALS; DISPOSAL

12.1 Company may refuse to collect hazardous waste, biomedical waste, radioactive material, or other waste that Company is not lawfully permitted or equipped to handle. Company shall promptly notify the affected customer and, when a public health/safety issue may exist, the Town. Company shall not impose costs on the Town for waste generated by a private customer unless the Town expressly authorized the service in writing.

12.2 Company shall transport and dispose of Covered Service waste only at facilities lawfully authorized to receive the material. Company shall maintain all permits, registrations, and disposal arrangements required by applicable law and shall provide the Town identifying information for designated disposal facilities and material changes upon request.

12.3 Source-separated recovered materials are outside the exclusive franchise to the extent protected by section 403.7046, Florida Statutes. Nothing in this Agreement requires a commercial establishment to use Company for source-separated recovered materials when Florida law preserves the establishment's right to contract with a properly certified recovered materials dealer.

12.4 Title to Covered Service waste passes to Company when the waste is loaded into Company's collection vehicle. Title to hazardous, biomedical, radioactive, or other Excluded Waste does not pass to Company solely because Company inadvertently collects or receives the material, and remains with the generator or other person responsible for the material except as otherwise provided by applicable law. Nothing in this Section relieves Company from any duty, liability, or responsibility imposed by law or arising from Company's own handling, transportation, disposal, negligence, recklessness, or willful misconduct.

13. COMPLIANCE WITH LAWS; TOWN CODE; LICENSES AND REGISTRATION

13.1 Company shall comply with all applicable federal, state, county, and Town laws, ordinances, rules, permit conditions, safety requirements, and environmental requirements. If this Agreement conflicts with a mandatory

legal requirement, the legal requirement controls, and the parties shall cooperate on a lawful written amendment if necessary.

13.2 Company shall obtain and maintain at its expense all licenses, registrations, permits, and approvals necessary to perform the Covered Services, including any private solid waste hauler registration required by the Town Code. Company shall timely pay all legally imposed taxes, fees, and charges for which Company is responsible.

13.3 Company shall maintain the certifications and representations required by the IFB and applicable law, including those concerning public entity crimes, scrutinized companies, drug-free workplace requirements, foreign countries of concern, and other procurement compliance requirements, to the extent applicable. A material false certification or loss of required eligibility is a default.

14. INSURANCE

14.1 Throughout the Term, Company shall maintain, at its expense, insurance no less protective than the following limits contained in Company's draft agreement and bid materials: (a) Workers' Compensation - statutory; Employers' Liability - \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease; (b) Automobile Liability - \$3,000,000 combined single limit applicable to owned, non-owned, hired, and leased vehicles; and (c) Commercial General Liability - \$2,500,000 each occurrence and \$5,000,000 general aggregate. Company shall maintain the MCS-90 endorsement or equivalent pollution-related motor-carrier endorsement required by law and any other insurance required by the Contract Documents.

14.2 The Town, its elected and appointed officials, officers, and employees shall be included as additional insureds on applicable commercial general liability and automobile policies to the extent available and required by the Contract Documents. Such coverage shall be primary and noncontributory to Town coverage where required by written contract. Company shall provide certificates of insurance and, upon request, copies or endorsements sufficient to verify compliance. Company shall provide notice of cancellation or material reduction as required by policy and law and shall promptly notify the Town of any cancellation notice received.

14.3 Insurance does not limit Company's contractual or legal liability. Failure to maintain required insurance is a material default and may result in suspension of new work or termination if not promptly cured.

15. INDEMNIFICATION; RISK ALLOCATION; SOVEREIGN IMMUNITY

15.1 To the fullest extent permitted by law, Company shall indemnify and hold harmless the Town and its elected and appointed officials, officers, and employees from third-party claims, damages, losses, liabilities, and reasonable defense costs to the extent caused by the negligent, reckless, or willful acts or omissions of Company or its employees, agents, or subcontractors in performing this Agreement, or by Company's material violation of applicable law. Company's obligation does not extend to the extent a claim is caused by the Town's negligence or willful misconduct.

15.2 The Town does not indemnify Company for acts of private customers and does not assume Company's contractual obligations to customers. Nothing in this Agreement is intended to constitute or shall be construed as a waiver of sovereign immunity or the limitations of liability in section 768.28, Florida Statutes, nor as consent to suit beyond that provided by law.

15.3 Each party remains responsible for its own acts and omissions to the extent provided by applicable law. This Section survives expiration or termination for claims arising from events occurring during the Term.

16. BONDS

16.1 Before commencement and throughout the Initial Term, Company shall furnish and maintain the bid/performance/payment bond or other surety security required by the Contract Documents in the form and amount approved by the Town. Consistent with the Town's IFB clarification, required performance security shall remain effective for the full three-year Initial Term rather than lapse annually without replacement.

16.2 Any surety shall be authorized to do business in Florida and otherwise satisfy the Contract Documents. Failure to maintain required bond coverage is a material default.

17. FORCE MAJEURE; EMERGENCY AND CONTINGENCY OPERATIONS

17.1 A party is excused from a specific performance obligation only to the extent and for the period that performance is actually prevented by an event beyond the party's reasonable control that could not reasonably have been avoided or mitigated, including a declared natural disaster, major fire, or governmental order (a "Force Majeure Event"). Labor shortages, equipment breakdowns, fuel-price changes, ordinary weather, or subcontractor/vendor failures are not Force Majeure Events to the extent they could reasonably be addressed through the staffing, backup equipment, contingency planning, or ordinary business measures required by the Contract Documents.

17.2 The affected party shall promptly notify the other party, describe the expected impact and duration, and use diligent efforts to mitigate disruption and resume performance. Company shall implement the contingency and emergency-response commitments stated in its bid and coordinate route/schedule changes with Town staff. No Force Majeure Event automatically authorizes a rate increase or additional fee.

17.3 Extraordinary disaster-debris service outside the Covered Services may be separately negotiated by written agreement. The Town is not obligated to pay an unapproved emergency or disaster charge.

18. DEFAULT; CURE; TERMINATION; TRANSITION

18.1 A material breach includes, without limitation, repeated service failures; failure to correct routine service issues within the required 24-hour period; unauthorized charges; failure to remit franchise fees or provide required reports; loss of required licenses, registrations, insurance, or bonds; material violation of law; material false certification; abandonment of service; or other substantial failure to perform the Contract Documents.

18.2 For a routine operational service default capable of prompt correction, Company shall begin corrective action immediately and complete correction within twenty-four (24) hours unless the Town agrees otherwise. For another material breach, the nonbreaching party shall give written notice and a reasonable cure period not to exceed ten (10) days unless the nature of the breach reasonably requires more time and the breaching party begins cure promptly and diligently pursues completion. No extended cure applies to abandonment, loss of legal authority to perform, failure to maintain required insurance/bond after notice, fraud, or a breach that creates an immediate material threat to public health or safety.

18.3 If a material breach is not timely cured, the nonbreaching party may terminate this Agreement by written notice and exercise any other remedy available under the Contract Documents or law. The Town may obtain substitute services and may recover legally recoverable incremental costs caused by Company's default. Company may not terminate this Agreement based on a private customer's delinquency.

18.4 Upon expiration or termination, Company shall cooperate in an orderly transition, provide current service-location/container data to the Town to the extent permitted by law, continue service through the effective termination date, remove its equipment on a coordinated schedule, remit all accrued franchise fees, and deliver required public records. Transition obligations do not require Company to disclose proprietary information unrelated to the Town's service transition.

19. PUBLIC RECORDS

19.1 Company shall comply with Chapter 119, Florida Statutes, and section 119.0701, Florida Statutes, to the extent applicable to records relating to this Agreement. Without limiting the foregoing, Company shall: (a) keep and maintain public records required to perform the service; (b) upon request from the Town's custodian of public records, provide the Town with a copy of requested records or allow inspection/copying within a reasonable time at a cost that does not exceed the cost provided by law; (c) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and (d) upon completion of the Agreement, transfer at no cost to the Town all public records in Company's possession or keep and maintain such records as required by law, with electronic records provided in a format compatible with the Town's information technology systems upon request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EANDERSON@TOWNOFDUNDEE.COM, ERICA ANDERSON, TOWN CLERK, P.O. BOX 1000, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

19.2 Failure to comply with a lawful public-records requirement is a material breach. This Section survives termination to the extent required by law.

20. E-VERIFY; HUMAN TRAFFICKING AFFIDAVIT; STATUTORY COMPLIANCE

20.1 Company and each subcontractor shall register with and use the E-Verify system as required by section 448.095, Florida Statutes. Company shall obtain and retain any subcontractor affidavit required by that statute and shall take the actions required by law if Company has a good-faith belief that a subcontractor has knowingly violated the statute.

20.2 As a condition to execution, renewal, or extension of this Agreement, Company shall provide the Town the affidavit required by section 787.06(14), Florida Statutes, signed by an officer or representative under penalty of perjury and attesting that Company does not use coercion for labor or services as defined in that section. Company shall provide an updated affidavit if required by a change in law or by renewal/extension.

20.3 Company shall comply with other state-law certifications and contractual requirements incorporated through IFB 26-02 to the extent applicable. If a statutory citation in an earlier bid form has been renumbered, the current applicable statute controls.

21. ASSIGNMENT; SUBCONTRACTING

21.1 Company may not assign this Agreement, the exclusive franchise, or substantially all performance obligations without the Town's prior written consent and any Town Commission approval required by law. A corporate reorganization that does not change the performing entity, reduce Company's financial or operational responsibility, or impair Town remedies may be approved administratively if permitted by Town procurement requirements.

21.2 Company may use qualified subcontractors for limited aspects of performance only if permitted by the Contract Documents. Company remains fully responsible for all subcontracted work, compliance, insurance, E-Verify requirements, and customer service as if performed by Company itself.

22. NOTICES

22.1 Formal notices under this Agreement shall be in writing and delivered by hand, nationally recognized overnight service, certified U.S. mail, or email with confirmation of receipt to the following addresses, as updated by written notice:

TOWN	COMPANY
Town of Dundee Attn: Town Clerk 202 East Main Street / P.O. Box 1000 Dundee, Florida 33838 EAnderson@townofdundee.com 863-438-8330	Republic Services of Florida, Limited Partnership d/b/a Republic Services of Polk County Attn: General Manager 3820 Maine Avenue Lakeland, Florida 33801 (or successor notice address provided in writing)

23. MISCELLANEOUS

23.1 Independent Contractor; No Partnership. Company is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, principal-agent relationship, employment relationship, or fiduciary relationship between the Town and Company, notwithstanding the parties' operational cooperation and coordinated site assessments.

23.2 Governing Law and Venue. Florida law governs this Agreement. Exclusive venue for any action arising from this Agreement shall lie in a court of competent jurisdiction in Polk County, Florida, unless mandatory law requires otherwise.

23.3 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and does not create a contractual right in any customer or other third party, except to the extent a right is expressly created by law.

23.4 Amendments. No amendment, waiver, rate change, or material modification is effective unless in writing and approved/executed by the persons or governing body authorized under applicable law and Town procurement requirements. Operational directions that do not change price, term, material scope, or legal obligations may be issued by authorized Town staff consistent with the Contract Documents.

23.5 No Waiver. Failure to enforce a provision on one occasion does not waive future enforcement. A waiver must be in writing and applies only to the matter expressly waived.

23.6 Severability. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the maximum extent lawful, and the parties shall construe or amend the affected provision to preserve its lawful purpose as closely as possible.

23.7 Entire Agreement. The Contract Documents constitute the parties' entire agreement regarding the Covered Services. Company's standard customer-service terms may govern matters solely between Company and a customer only to the extent they do not conflict with the Contract Documents, Town-approved rates, Town Code, or law.

23.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature to the extent permitted by law, each of which is deemed an original and all of which constitute one instrument.

23.9 Survival. Provisions concerning franchise-fee reconciliation, audit, public records, indemnification, accrued payment obligations, transition, and any other obligation that by its nature should survive shall survive expiration or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates below.

TOWN OF DUNDEE, FLORIDA

By: _____
 Name: _____
 Title: Mayor
 Date: _____

ATTEST:

 Erica Anderson, Town Clerk

**APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY:**

 Town Attorney

**REPUBLIC SERVICES OF FLORIDA,
 LIMITED PARTNERSHIP, d/b/a
 REPUBLIC SERVICES OF POLK COUNTY**

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

EXHIBIT A

SERVICE SPECIFICATIONS

A.1 Covered Container Types. Company shall provide 2-, 4-, 6-, and 8-cubic-yard commercial front-load dumpsters and commercial roll-off containers larger than 10 cubic yards as authorized by the Contract Documents. Town-serviced 95/96-gallon carts are excluded from Company's exclusive franchise.

A.2 Service Frequency. Regular commercial dumpster service shall be available from one (1) through six (6) collections per week when operationally available and consistent with the approved rate schedule. Customer service levels shall be selected based on customer need and the coordinated right-sizing process in Section 5.

A.3 Container Condition. Company shall provide containers that are structurally sound, reasonably clean, clearly identified, and maintained in safe working condition. Company shall replace or repair a materially damaged Company container within a reasonable time after notice.

A.4 Routes and Hours. Company shall furnish regular route information to Town Public Works/Sanitation staff and communicate material changes. Collection hours shall comply with the Town Code and any more specific lawful Town direction.

A.5 Complaints and Missed Service. Company shall maintain a customer-service process and correct verified missed scheduled collections/service delays within twenty-four (24) hours after notice, subject only to a directly preventing Force Majeure Event.

A.6 Spillage. Company shall promptly remove litter or spillage caused by its collection operations. Waste shall be contained during hauling to minimize leakage, spillage, and blowing debris.

A.7 Disposal. Company shall use lawfully authorized disposal facilities and shall provide the Town designated facility information and material changes upon request.

A.8 Contingency. Company shall maintain sufficient backup vehicles, staffing, communications, and emergency/contingency procedures to minimize service interruptions and implement the contingency commitments in its bid.

EXHIBIT B

APPROVED RATE SCHEDULE

B.1 Commercial Front-Load Dumpster Collection Rates. The following monthly rates are taken from Company's IFB 26-02 pricing proposal and are subject only to adjustments approved under Section 7:

Container	1X/Wk	2X/Wk	3X/Wk	4X/Wk	5X/Wk	6X/Wk
2 CY	\$62.35	\$124.70	\$187.06	\$249.41	\$311.76	\$374.11
4 CY	\$124.70	\$249.41	\$374.11	\$498.82	\$623.52	\$748.22
6 CY	\$187.06	\$374.11	\$561.17	\$748.22	\$935.28	\$1,122.34
8 CY	\$249.41	\$498.82	\$748.22	\$997.63	\$1,247.04	\$1,496.45

B.2 Approved Ancillary Charges. Town staff confirmed the following as Republic's current charges. They are authorized upon Town Commission approval of this Agreement. The overload/overage charge remains subject to the documentation, notice, no-cost re-assessment, and right-sizing requirements of Section 5:

Charge	Amount
Extra Pick-Up	\$120.00 per pick-up
Overload/Overage Container Charge	\$53.20 per documented occurrence
Lock Bar Charge	\$10.00 per month

B.3 Franchise Fee. The 15% franchise fee is included in Company's pricing model. It may not be added to the foregoing approved rates as a separate surcharge.

B.4 Commercial Roll-Off Rates. Customers may arrange and negotiate roll-off service directly with Company based on individual service needs. Before service begins, Company shall provide the customer a written or electronic quote identifying the applicable charges. All roll-off Gross Billings remain subject to the fifteen percent (15%) franchise fee under Section 8, and the Town is not responsible for private customer roll-off charges.

B.5 Rate Adjustments. Company may request annual or extraordinary rate adjustments only as provided in Section 7. No adjustment is automatic, and no rate increase is effective unless approved in writing by the Town Commission. No other automatic surcharge or unilateral rate adjustment applies.

EXHIBIT C

NO-COST MUNICIPAL FACILITIES

Company shall provide the following municipal-facility service at no additional cost to the Town. The first four locations reflect the IFB/bid materials. Glanton Park is added by this Agreement at no additional cost:

Municipal Location	Container Size	Frequency
Communications Center	8 CY	1X/week
Dundee Wastewater Plant	8 CY	1X/week
Riner Water Plant	2 CY	1X/week
Hickory Walk Treatment Plant	8 CY	1X/week
Glanton Park - 501 4th Street South	2 CY	TBD

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

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 SPACE FOR RECORDING

TEMPORARY CONSTRUCTION EASEMENT

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

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

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

SEE ATTACHED EXHIBIT “A”
 (the “Easement Area”)

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.
3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.

4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.

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

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

Signed, sealed and delivered in the presence of:

The Town of Dundee, Florida

By: _____
Joe Garrison, Mayor

Attest:

Erica Anderson, Town Clerk

Approved as to Form:

Markeishia Smith, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

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

(AFFIX NOTARY SEAL)

Notary Public

Print Name

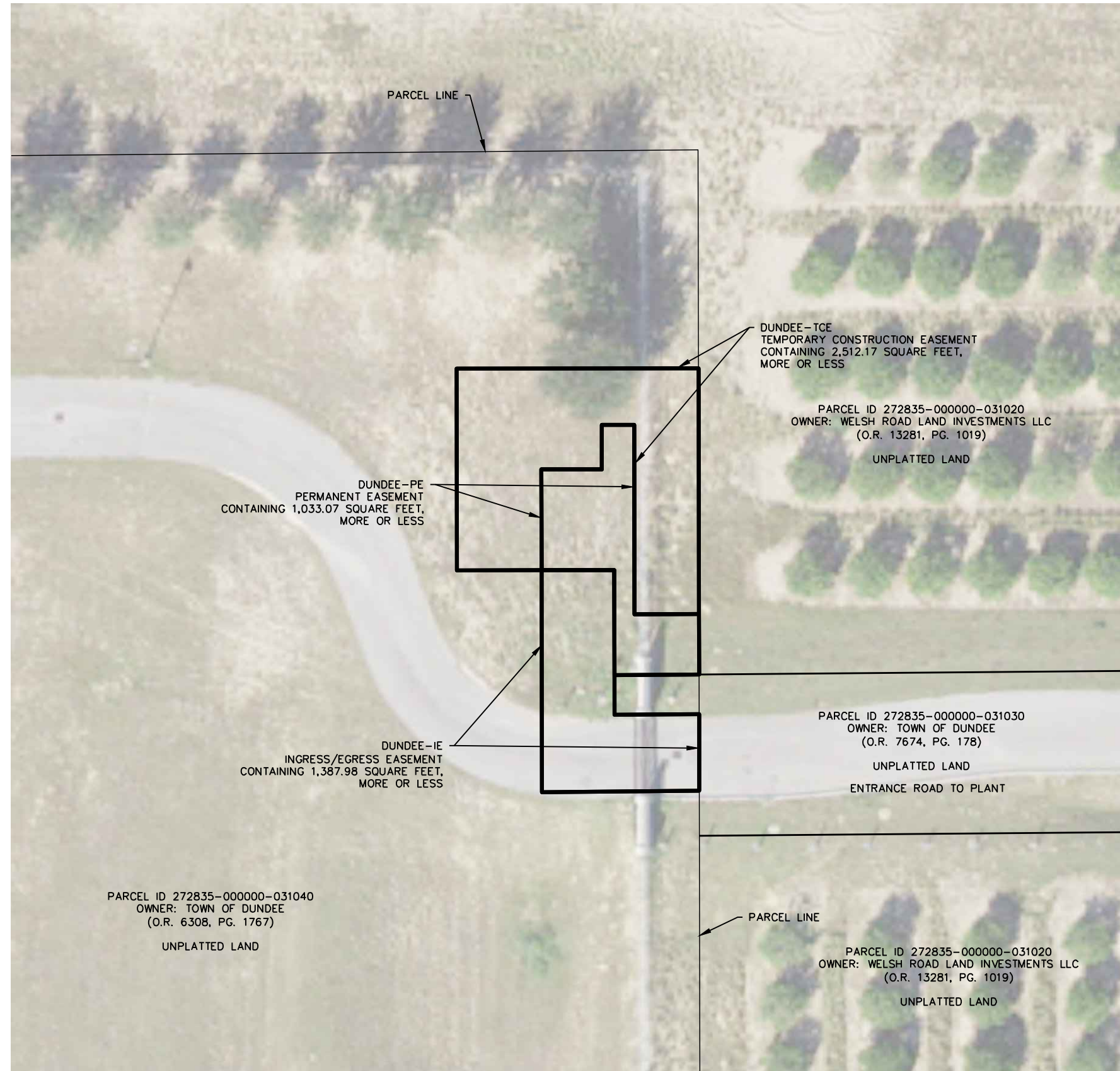
My Commission Expires _____

EXHIBIT “A”

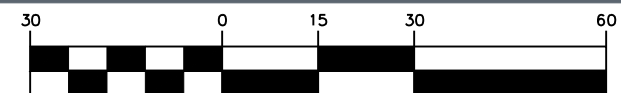
**PARCEL DUNDEE-TCE
TEMPORARY CONSTRUCTION EASEMENT**

Town of Dundee to Polk Regional Water Cooperative
(Parcel Map and Legal Description)

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 30 feet

FIELD BY:

DATE:
05/07/2026

FIELD BOOK & PAGE:
N/A

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
DUNDEE

SHEET NUMBER: V-01 25

25

[illegible]

CHASTAIN-SKILLMAN, LLC
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(888) 646-1402

© 2025 CHASTAIN SKILLMAN, LLC C.A. NO. 262

ChastainSkillman
DCCM

POLK REGIONAL WATER COOPERATIVE

DUNDEE METERING STATION EXHIBIT

DESCRIPTION
DUNDEE-TCE

DESCRIPTION:

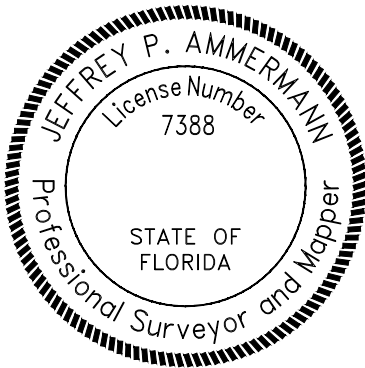
A parcel of land being a portion of the parcel described in Official Records Book 6308, Pages 1767 through 1768, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence South 00°06'46" East, along the East line of said Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 54.10 feet to the POINT OF BEGINNING; thence continue South 00°06'46" East, along said East line, 60.90 feet; thence South 89°31'40" West, 16.00 feet; thence North 00°06'46" West, 47.00 feet; thence South 89°53'14" West, 8.00 feet; thence South 00°06'46" East, 11.00 feet; thence South 89°53'14" West, 15.00 feet; thence South 00°06'46" East, 25.00 feet; thence South 89°53'14" West, 21.00 feet; thence North 00°06'46" West, 50.00 feet; thence North 89°53'14" East, 60.00 feet to the POINT OF BEGINNING.

Said parcel contains 2,512.17 square feet, more or less.

CERTIFICATION:

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



JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2

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

CS PROJECT: 8825.03

DUNDEE-TCE

SHEET NO. V-01

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

DRAWN BY: S. CHILDS

FIELD BOOK: N/A PAGE: N/A

DATE: 05/15/2026

82503\CAD\Survey\KEY SHEET 1\METERING STATIONS\CAD\882503-SCC-2025-07-02-DUNDEE TCE METERING.dwg by: jammermann May 15, 2026 10:57am

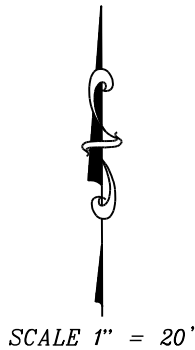
DESCRIPTION SKETCH DUNDEE-TCE

LEGEND:

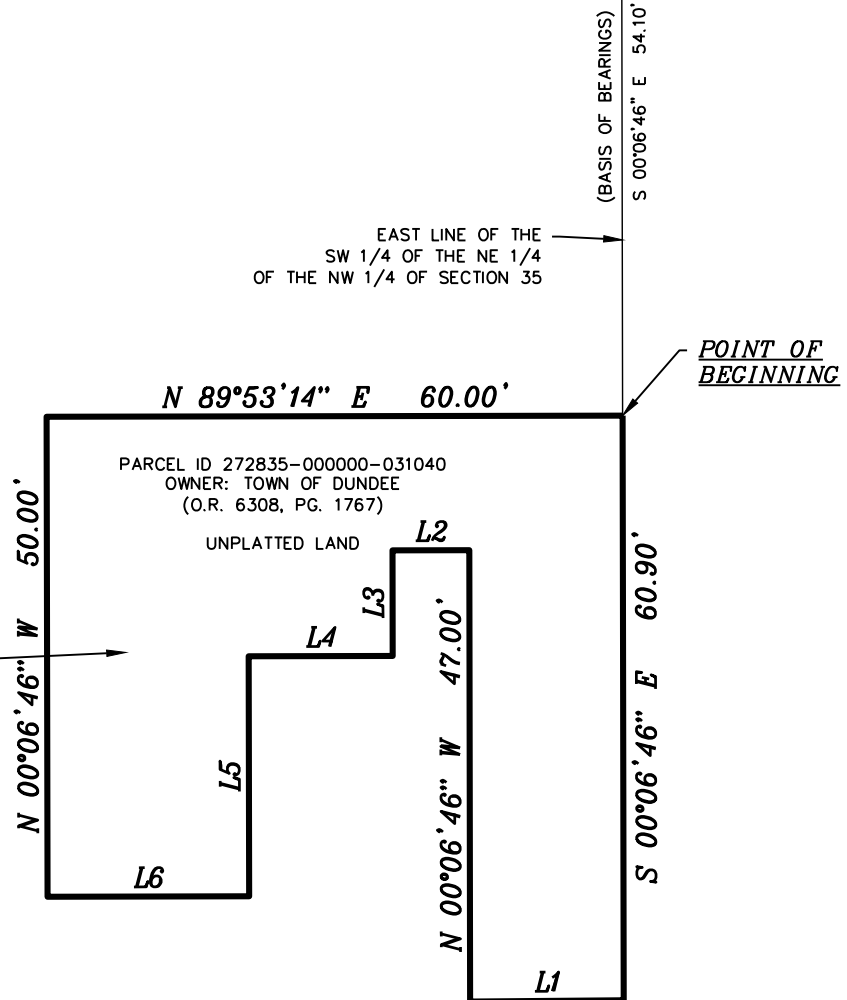
ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
TCE = TEMPORARY CONSTRUCTION EASEMENT

POINT OF COMMENCEMENT

NE CORNER OF THE
SW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST



**SUBJECT PARCEL
DUNDEE-TCE**
CONTAINING 2,512.17 SQUARE FEET,
MORE OR LESS

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 89°31'40" W	16.00'
L2	S 89°53'14" W	8.00'
L3	S 00°06'46" E	11.00'
L4	S 89°53'14" W	15.00'
L5	S 00°06'46" E	25.00'
L6	S 89°53'14" W	21.00'

NOTES:

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

SHEET 2 OF 2

CS PROJECT: 8825.03

DUNDEE-TCE

SHEET NO. V-02

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

DRAWN BY: S. CHILDS

FIELD BOOK: N/A PAGE: N/A

DATE: 05/15/2026

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

 SPACE FOR RECORDING

EASEMENT

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

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

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

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

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress and for the installation, operation, maintenance, repair, replacement, relocation, or removal of underground utilities, including without limitation electrical, gas, broadband, fiber optic, cable, and water transmission facilities, provided that such use does not materially interfere with PRWC's facilities or PRWC's reasonable access to, operation, maintenance, repair, replacement, or use of the Easement. Owner shall provide PRWC prior written notice of any proposed utility within or crossing the Easement Area and shall reasonably coordinate with PRWC regarding the location and design of the proposed utility. PRWC shall not unreasonably withhold, condition, or delay any approval reasonably required to avoid material interference with PRWC's facilities or access. If PRWC does not respond to Owner's written request within sixty (60) days after receipt, the proposed permission or easement shall be deemed approved. Nothing in this Paragraph prohibits another water transmission line or requires a utility crossing to be perpendicular to the PRWC Easement, provided the proposed use satisfies the non-interference standard stated above and applicable engineering requirements.
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the

disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

6. If PRWC permanently abandons the water transmission line, metering facilities, or other facilities for which this Easement was granted, or if PRWC determines in its reasonable and good-faith discretion that this Easement is no longer reasonably necessary for the PRWC water supply project, PRWC shall, upon written request of Owner, execute and record, at PRWC's expense, an appropriate release of this Easement.
7. PRWC may assign this Easement, in whole or in part, without Owner's consent to a governmental entity, public utility, or successor entity that assumes responsibility for the water supply project and agrees in writing to be bound by the terms of this Easement. Any other assignment shall require Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

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

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

Signed, sealed and delivered in the presence of:

The Town of Dundee, Florida

Witness Signature

By: _____

Joe Garrison, Mayor

Print Name

Witness Signature

Print Name

Attest:

Erica Anderson, Town Clerk

Approved as to Form:

Markeishia Smith, Town Attorney

STATE OF FLORIDA

COUNTY OF POLK

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

(AFFIX NOTARY SEAL)

Notary Public

Print Name

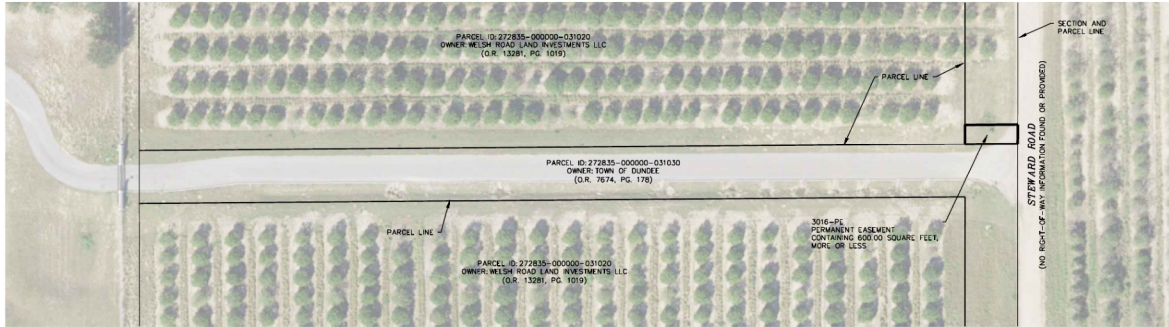
My Commission Expires _____

EXHIBIT “A”

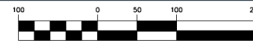
PARCEL 3016-PE PERMANENT EASEMENT

Town of Dundee to Polk Regional Water Cooperative
(Parcel Map and Legal Description)

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet

CS PROJECT NUMBER:
8825.03

PARCEL NUMBER:
3016

FIELD BY:
N/A

DATE:
N/A

FIELD BOOK & PAGE:
N/A

SHEET NUMBER:
V-01

CHASTAIN SKILLMAN
201 EAST ORANGE STREET
SUITE 110
LAKELAND, FL 33801-4811
883.666.4002



POLK REGIONAL WATER COOPERATIVE

TOWN OF DUNDEE EXHIBIT

DESCRIPTION

3016-PE

DESCRIPTION:

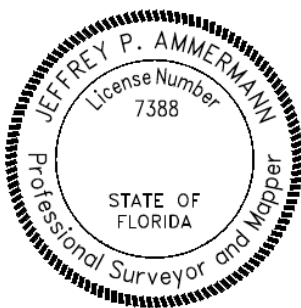
A parcel of land being a portion of the parcel described in Official Records Book 7674, Pages 176 through 179, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 35, thence South 00°02'44" West, along the East line of said Northwest 1/4, a distance of 758.65 feet for the POINT OF BEGINNING; thence continue South 00°02'44" West, along said East line, 15.00 feet to the North line of the South 40.0 feet of the North 170.0 feet of the Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4; thence South 89°31'40" West, along said North line of the South 40.0 feet of the North 170.0 feet of the Southeast 1/4 of the Northeast 1/4, a distance of 40.00 feet to the West line of the East 40.00 feet of said Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4 of Section 35; thence North 00°02'44" East, along said West line, 15.00 feet; thence North 89°31'40" East, 40.00 feet to the POINT OF BEGINNING.

Said parcel contains 600.00 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P
Ammermann
Date: 2025.10.03
16:03:12 -04'00'

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

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

PREPARED BY: **CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: **S. CHILDS**

FIELD BOOK: — PAGE: —

DATE: **10/03/2025**

CS PROJECT: 8825.03

3016-PE

SHEET NO. V-01

LEGEND:

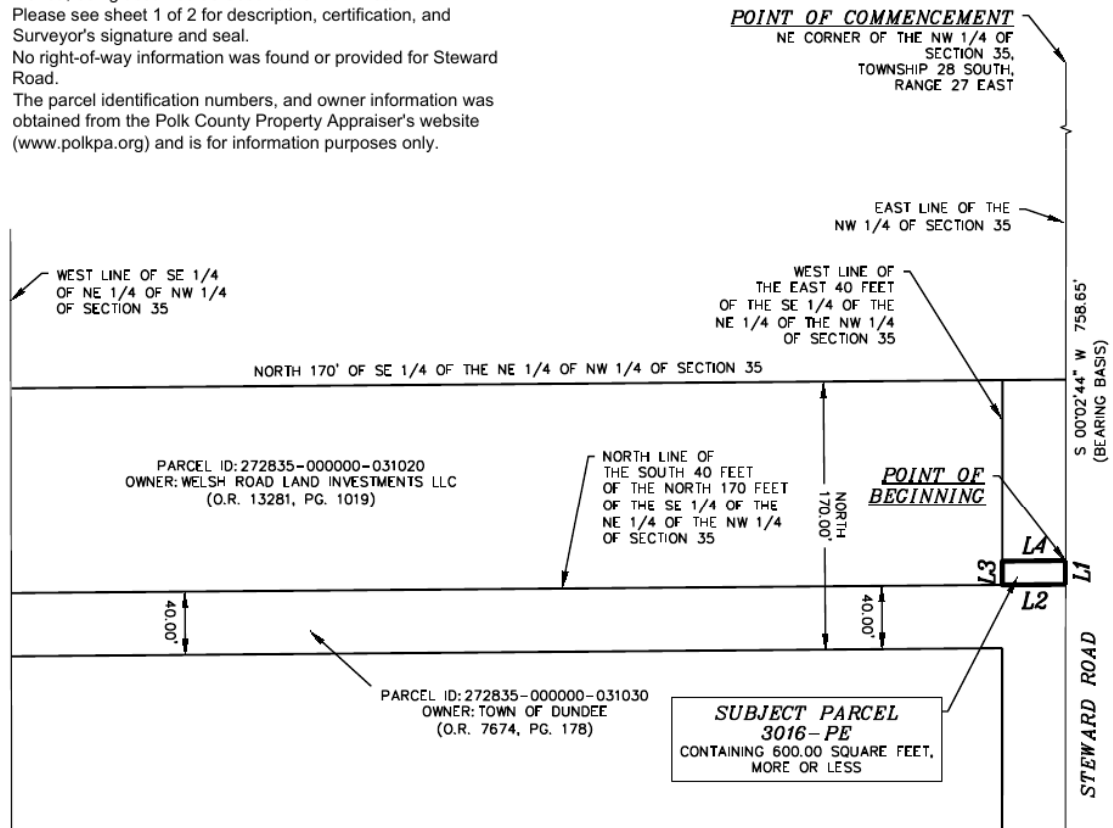
PG. = PAGE
 O.R. = OFFICIAL RECORDS BOOK
 PE = PERMANENT EASEMENT
 ID = IDENTIFICATION

DESCRIPTION SKETCH
3016-PE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) The bearings are based on the East line of the NW 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°02'44" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) No right-of-way information was found or provided for Steward Road.
- 5) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.

**LINE TABLE**

LINE #	BEARING	LENGTH
L1	S 00°02'44" W	15.00'
L2	S 89°31'40" W	40.00'
L3	N 00°02'44" E	15.00'
L4	N 89°31'40" E	40.00'

SHEET 2 OF 2

CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
 LAKE LAND, FLORIDA 33801 - (863) 646-1402 - LB 262

3016-PE

DRAWN BY: S. CHILDS

FIELD BOOK:

PAGE:

DATE: 10/03/2025

SHEET NO. V-02

P: 882503\CAD\Survey\KEY SHEET 1\15-STEWARDS ROAD\882503-SCC-2024-08-02-STEWARDS ESM\T.S.dwg 3016-PE (2) Oct 03, 2025 2:54pm by: jommern

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

SPACE FOR RECORDING

EASEMENT

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

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

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

SEE ATTACHED EXHIBIT "A"

(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress and for the installation, operation, maintenance, repair, replacement, relocation, or removal of underground utilities, including without limitation electrical, gas, broadband, fiber optic, cable, and water transmission facilities, provided that such use does not materially interfere with PRWC's facilities or PRWC's reasonable access to, operation, maintenance, repair, replacement, or use of the Easement. Owner shall provide PRWC prior written notice of any proposed utility within or crossing the Easement Area and shall reasonably coordinate with PRWC regarding the location and design of the proposed utility. PRWC shall not unreasonably withhold, condition, or delay any approval reasonably required to avoid material interference with PRWC's facilities or access. If PRWC does not respond to Owner's written request within sixty (60) days after receipt, the proposed permission or easement shall be deemed approved. Nothing in this Paragraph prohibits another water transmission line or requires a utility crossing to be perpendicular to the PRWC Easement, provided the proposed use satisfies the non-interference standard stated above and applicable engineering requirements.
5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.
6. If PRWC permanently abandons the water transmission line, metering facilities, or other facilities for which this Easement was granted, or if PRWC determines in its reasonable and good-faith discretion that this Easement is no longer reasonably necessary for the PRWC water supply project, PRWC shall, upon written request of Owner, execute and record, at PRWC's expense, an appropriate release of this Easement.

7. PRWC may assign this Easement, in whole or in part, without Owner's consent to a governmental entity, public utility, successor entity that assumes responsibility for the water supply project and agrees in writing to be bound by the terms of this Easement. Any other assignment shall require Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

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

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

Signed, sealed and delivered in the presence of:

The Town of Dundee, Florida

Witness Signature

Print Name

By: _____
Joe Garrison, Mayor

Witness Signature

Print Name

Attest:

Erica Anderson, Town Clerk
Approved as to Form:

Markeishia Smith, Town Attorney

STATE OF FLORIDA
COUNTY OF POLK

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

Notary Public

Print Name

My Commission Expires _____

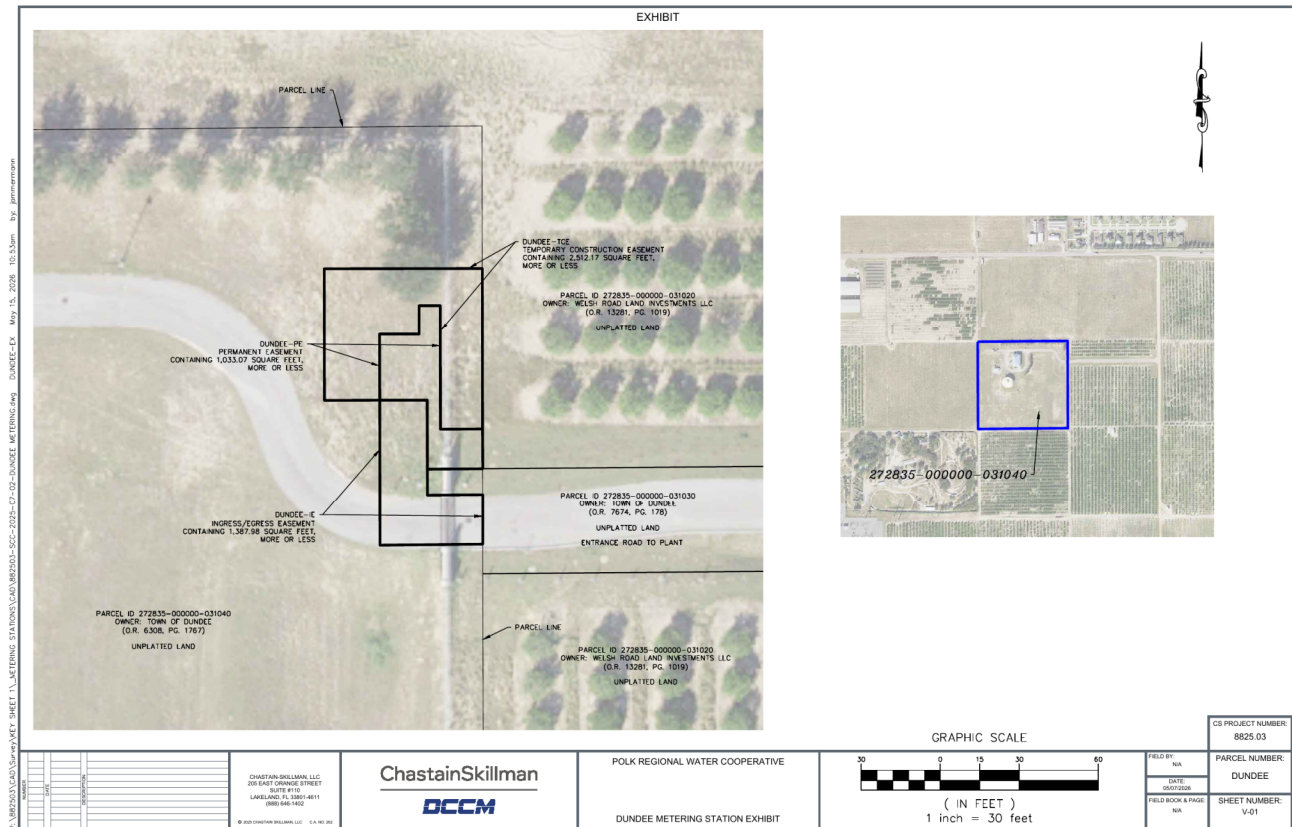
EXHIBIT “A”

PARCEL DUNDEE-PE PERMANENT EASEMENT

Town of Dundee to Polk Regional Water Cooperative
(Parcel Map and Legal Description)

EXHIBIT CLARIFICATION

The Dundee-IE ingress/egress easement and Dundee-TCE temporary construction easement depicted on the following location map are shown for reference only, are not granted by this instrument, and are addressed by separate instruments. This instrument grants only the Dundee-PE permanent easement described in the legal description and sketch included in this Exhibit “A.”



DESCRIPTION
DUNDEE- PE

DESCRIPTION:

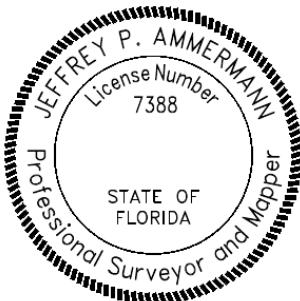
A parcel of land being a portion of the parcel described in Official Records Book 6308, Pages 1767 through 1768, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 35; thence South 00°06'46" East, along the East line of said Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 115.00 feet to the POINT OF BEGINNING; thence continue South 00°06'46" East, along said East line of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4, a distance of 15.00 feet; thence South 89°31'40" West, 21.00 feet; thence North 00°06'46" West, 26.03 feet; thence South 89°53'14" West, 18.00 feet; thence North 00°06'46" West, 25.00 feet; thence North 89°53'14" East, 15.00 feet; thence North 00°06'46" West, 11.00 feet; thence North 89°53'14" East, 8.00 feet; thence South 00°06'46" East, 47.00 feet; thence North 89°31'40" East, 16.00 feet to the POINT OF BEGINNING.

Said parcel contains 1,033.07 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2026.05.15
11:23:04 -04'00'

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

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

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

DRAWN BY: **S. CHILDS**

FIELD BOOK: **N/A** PACE: **N/A**

DATE: **05/15/2026**

CS PROJECT: 8825.03

DUNDEE- PE

SHEET NO. V-01

DESCRIPTION SKETCH DUNDEE- PE

LEGEND:

ID = IDENTIFICATION
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
PE = PERMANENT EASMENT

NOTES:

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

POINT OF COMMENCEMENT

NE CORNER OF THE
SW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST

EAST LINE OF THE
SW 1/4 OF THE NE 1/4
OF THE NW 1/4 OF SECTION 35

PARCEL ID 272835-000000-031040
OWNER: TOWN OF DUNDEE
(O.R. 6308, PG. 1767)
UNPLATTED LAND

**SUBJECT PARCEL
DUNDEE- PE**
CONTAINING 1,033.07 SQUARE FEET,
MORE OR LESS

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°06'46" E	15.00'
L2	S 89°31'40" W	21.00'
L3	N 00°06'46" W	26.03'
L4	S 89°53'14" W	18.00'
L5	N 00°06'46" W	25.00'
L6	N 89°53'14" E	15.00'
L7	N 00°06'46" W	11.00'
L8	N 89°53'14" E	8.00'
L9	S 00°06'46" E	47.00'
L10	N 89°31'40" E	16.00'

SCALE 1" = 20'

SHEET 2 OF 2

CS PROJECT: 8825.03

DUNDEE- PE

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

DRAWN BY: S. CHILDS

FIELD BOOK: N/A PAGE: N/A

DATE: 05/15/2026

SHEET NO. V-02

P:\882503\CAD\Survey\KEY SHEET 1\METERING STATIONS\CAD\882503-SCC-2025-07-02-DUNDEE METERING.dwg DUNDEE-PE (2) May 15, 2026 10:55am by: jommerrmann

PLANNING ADVISORY SERVICES AGREEMENT

with the

TOWN OF DUNDEE

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and the **Town of Dundee** (hereinafter referred to as the "TOWN").

BACKGROUND

- A. The TOWN desires to engage the COUNCIL to provide professional planning services to assist the TOWN in preparing necessary Comprehensive Plan Amendments to update the planning horizon as detailed in Attachment A - Scope of Work, and is a part of this Agreement.
- B. The TOWN desires to engage the COUNCIL to provide professional planning services to assist the TOWN with minor amendments to the Land Development Code, and staff training sessions on changes to Chapter 163, Florida Statutes, as detailed in Attachment A - Scope of Work, and is a part of this Agreement.
- C. The TOWN desires to engage the COUNCIL to provide professional planning services to maintain the Future Land Use Map and the Official Zoning Map as well as special GIS Map requests; as detailed in Attachment A - the Scope of Work, and is a part of this Agreement.
- D. The TOWN desires to engage the COUNCIL to provide training to TOWN staff regarding the calculation of stormwater utility fees, including the process for coordinating with the Polk County Property Appraiser; and provide training to TOWN staff regarding the calculation of Equivalent Residential Connections (ERCs); as detailed in Attachment A - the Scope of Work, and is a part of this Agreement.
- E. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The TOWN engages the COUNCIL to assist the TOWN in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the TOWN.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for Comprehensive Plan Amendments, General Planning Services including GIS Mapping, and Specialized Planning Services (I-III in Attachment A), is **\$50,000 (fifty thousand dollars)**. As consideration for performance of all work rendered under this Agreement, the TOWN agrees to pay a fixed fee for both the Comprehensive Plan Amendments, Generalized Planning Services including GIS Mapping, and Specialized Planning Services of **\$50,000 (fifty thousand dollars)** to be paid in four (4) payments, beginning upon execution of this agreement, and a final payment due July 1, 2027. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the TOWN. Payments will be due as follows:

Upon Execution of Agreement	\$12,500
January 1, 2027	\$12,500
April 1, 2027	\$12,500
July 1, 2027	\$12,500

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement and ends on September 30, 2027.

V. NOTICES

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

- A. If to the TOWN: Town of Dundee
Attention: Town Manager
P.O. Box 1000
Dundee, Florida 33838
- B. If to COUNCIL: Central Florida Regional Planning Council
Executive Director
555 E. Church Street
Bartow, Florida 33830

VI. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the TOWN and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.
- B. Any extensions of the Agreement shall be mutually agreed upon by and between the TOWN and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VII. TERMINATION

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VIII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

IX. PERSONNEL

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

X. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the TOWN shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

XI. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material shall become the property of the TOWN upon final payment for the services included herein.

XII. ASSIGNMENT

This Agreement shall not be assignable.

XIII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

XIV. PUBLIC RECORDS

TOWN and COUNCIL agree that the COUNCIL shall comply with Florida's public records laws to specifically include:

- A. Keeping and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or otherwise provided by law.
- C. 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 contract term and following completion of the contract if the COUNCIL does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the COUNCIL or keep and maintain records required by the public agency to perform the service. If the COUNCIL transfers all public records to the public agency upon completion of the contract, the COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNCIL keeps and maintains public records upon completion of the contract, the COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E. If the COUNCIL has any questions regarding the application of Chapter 119, Florida Statutes, to the COUNCIL's duty to provide public records relating to this contract, the COUNCIL shall contact the Town Clerk, the Custodian of Public Records, the Town of Dundee at (863) 438-8330, extension 258, Eanderson@townofdundee.com, 202 East Main Street, Dundee, Florida 33838.
- F. If the COUNCIL does not comply with a public records request, the TOWN may enforce the contract provisions which may include immediate termination of this Agreement.
- G. The TOWN and the COUNCIL agree that all records that have been generated by the COUNCIL since this Agreement's effective date that qualify as public records will be kept and maintained in accordance with this Agreement. All other provisions and terms of the Agreement not expressly amended herein shall remain in full force and effect, and the parties hereto will be bound and perform in accordance with the terms of this Agreement. This Agreement shall be effective immediately upon approval by the TOWN Commission.

IN WITNESS WHEREOF, the TOWN and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

TOWN OF DUNDEE

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

By: _____
Jennifer Codo-Salisbury
Executive Director

Witness

Witness

Approved as to legal form and sufficiency:

Town Attorney

Council Attorney

**Town of Dundee
SCOPE OF WORK FOR FY 2026-2027**

I. TOWN OF DUNDEE COMPREHENSIVE PLAN UPDATE TO 20 YEAR PLANNING HORIZON (EVALUATION AND APPRAISAL-BASED AMENDMENTS)

The following outlines the Scope of Work that will be administered and coordinated by the COUNCIL for preparation and delivery of the Town of Dundee Comprehensive Plan Amendments to update the Comprehensive Plan to the 20-year planning horizon consistent with changes in Florida Statutes and Senate Bill 180 in which amendments may not provide for more restrictive or burdensome policies. These amendments are administrative in nature.

The following principals will guide the work and planning efforts:

- Comply with the minimum requirements of Chapter 163, Florida Statutes.
- Comply with Senate Bill 180.
- Update the Comprehensive Plan horizon year in a user-friendly format.
- Facilitate one workshop with the Town Planning and Zoning Board prior to the public hearing.
- Facilitate one workshop with the Town Commission prior to the public transmittal hearing.

A. DATA AND ANALYSIS

1. The COUNCIL shall prepare necessary data and analysis for the TOWN's service areas to support Comprehensive Plan amendments consistent with Chapter 163, Florida Statutes including but not limited to:
 - a. Permanent and seasonal population projections;
 - b. Amount of land required to accommodate anticipated growth;
 - c. Character of undeveloped land;
 - d. Availability of water supplies, public facilities, and services;
 - e. Environmental suitability;
 - f. Transportation analysis; and
 - g. Other required and appropriate data and analysis to support the updated Comprehensive Plan 20-year horizon.
2. The COUNCIL shall compare the Town of Dundee 2030 Comprehensive Plan to changes in Florida Statutes since the last update of the Comprehensive Plan. Draft any amendments needed as a result of this review.

3. The COUNCIL shall compare the Town of Dundee Comprehensive Plan to the Town of Dundee Land Development Code to identify any inconsistencies and needed amendments to address such inconsistencies.

B. DRAFT COMPREHENSIVE PLAN AMENDMENTS

1. The COUNCIL shall draft text and/or map amendments based on the following:
 - a. Data and analysis;
 - b. Review of Chapter 163, Florida Statutes;
 - c. Review of the Town of Dundee Land Development Code;
 - d. Consistency with the Polk Transportation Planning Organization 2045 Long Range Transportation Plan; and
 - e. Other pertinent information.
2. The COUNCIL shall revise draft amendments based on TOWN staff review and comments.

C. WORKSHOPS AND TRANSMITTAL PUBLIC HEARING

1. The COUNCIL shall assist the TOWN to facilitate one public workshop with the Town Planning and Zoning Board and one public workshop with the Town Commission specific to the proposed amendments.
2. The COUNCIL will update the proposed amendments based on input received at the workshops with the Town Planning and Zoning Board and Town Commission.
3. The COUNCIL shall prepare the proposed amendments for the public hearing before the Town Planning and Zoning Board and the transmittal public hearing before the Town Commission.
4. The COUNCIL shall assist the TOWN in holding a transmittal public hearing with the Town Planning and Zoning Board and the Town Commission.

D. FLORIDA DEPARTMENT OF COMMERCE

1. The COUNCIL shall prepare the Comprehensive Plan amendments transmittal package for the TOWN to submit to the Florida Department of Commerce and other required review agencies for State Coordinated Review within 10 days of the transmittal public hearing for review.
2. Following receipt of review comments from the Florida Department of Commerce and other required review agencies, the COUNCIL will revise

the draft amendments for staff review.

E. ADOPTION PUBLIC HEARING

1. The COUNCIL shall prepare the revised amendments for the adoption public hearing before the Town Commission.
2. The COUNCIL shall assist the TOWN in holding an adoption public hearing with the Town Commission to adopt the Comprehensive Plan amendments.
3. The COUNCIL shall prepare the Comprehensive Plan amendments adoption package for the TOWN to transmit the adopted Comprehensive Plan amendments to the Florida Department of Commerce and other required review agencies for State Coordinated Review within 10 days of the adoption public hearing for review.

II. GENERAL PLANNING SERVICES

A. GROWTH MANAGEMENT ADMINISTRATION

1. The COUNCIL shall provide technical assistance on occasional and minor revisions to the TOWN's Land Development Regulations.
2. The COUNCIL shall coordinate training sessions on State Statute and rule changes that effect the TOWN'S compliance with Chapter 163, F.S., as necessary and requested.
3. The COUNCIL shall be available to provide information regarding past projects in which the COUNCIL was involved regarding planning matters with the TOWN.

B. ROUTINE MAPPING (ON GIS BASE MAP)

1. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
2. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.
3. The COUNCIL shall provide planning-related maps upon request.

III. SPECIALIZED PLANNING SERVICES

- A. The COUNCIL shall provide training to TOWN staff regarding the calculation of stormwater utility fees, including the process for coordinating with the Polk County Property Appraiser.
- B. The COUNCIL shall provide training to TOWN staff regarding the calculation of Equivalent Residential Connections (ERCs).



Meeting Agenda Coversheet

MEETING DATE:		October 6, 2026		Submitted By: Steven Hunnicutt, Asst. Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		DISCUSSION & ACTION ORDINANCE 26-17 ADOPTING THE 2024 IPMC			
STAFF RECOMMENDATION: (MOTION READY)		Staff recommends approval of Ordinance No. 26-17 on first reading adopting the 2024 International Property Maintenance Code (IPMC), including Appendix A, with Dundee-specific amendments.			
SUMMARY and/or JUSTIFICATION:		Ordinance No. 12-01 adopted the 2009 IPMC. Ordinance No. 15-08 amended that ordinance and related enforcement provisions. Ordinance No. 26-17 replaces the 2009 code adoption while preserving local enforcement and nuisance-abatement procedures except where expressly amended.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER: X	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Ordinance 26-17 2024 IPMC			
SELECT, if applicable		RESOLUTION:		ORDINANCE:26-17 X	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <i>(If Item is not a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</i>					
FISCAL IMPACT (if any):		N/A			

Town of Dundee, Florida
Ordinance No. 26-17
Updating IPMC Standards

ORDINANCE NO. 26-17

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA; AMENDING AND SUPERSEDING THE PROPERTY-MAINTENANCE-CODE ADOPTION PROVISIONS OF ORDINANCE NO. 12-01, AS AMENDED BY ORDINANCE NO. 15-08; ADOPTING BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, INCLUDING APPENDIX A, WITH LOCAL AMENDMENTS; PROVIDING THAT ICC COMMENTARY AND OTHER NON-CODE MATERIAL ARE NOT ADOPTED; RETAINING AND COORDINATING THE TOWN'S EXISTING CODE-ENFORCEMENT, NOTICE, APPEAL, ABATEMENT, COST-RECOVERY, AND LIEN PROCEDURES; AMENDING SECTIONS 34-5 AND 34-29 OF THE CODE OF ORDINANCES TO REMOVE OUTDATED MODEL-CODE AND CODE-ENFORCEMENT-BOARD REFERENCES; PROVIDING FOR APPLICABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Ordinance No. 12-01 adopted the 2009 edition of the International Property Maintenance Code as the Town's property maintenance code; and

WHEREAS, Ordinance No. 15-08 amended Ordinance No. 12-01 and revised related provisions of the Town Code concerning penalties, code enforcement, nuisances, notice, appeals, abatement, cost recovery, special assessments, and liens; and

WHEREAS, the International Code Council has published the 2024 edition of the International Property Maintenance Code (the "2024 IPMC"), which establishes updated minimum standards governing the maintenance of existing residential and nonresidential structures and premises; and

WHEREAS, adoption of the 2024 IPMC, with local amendments coordinated with the Town's existing enforcement procedures, will promote public health, safety, property protection, and general welfare; and

WHEREAS, the Town Commission intends to replace the obsolete 2009-edition adoption while preserving the substantive local code-enforcement and nuisance-abatement provisions enacted by Ordinance No. 15-08 except where this Ordinance expressly provides otherwise; and

WHEREAS, the Town Commission intends to adopt the enforceable code text of the 2024 IPMC and Appendix A, but not ICC commentary, annotations, explanatory notes, or other non-code material that may appear in a combined publication; and

WHEREAS, the Town utilizes a Code Enforcement Special Magistrate and desires to conform existing appeal provisions and model-code references to the Town's current enforcement structure; and

WHEREAS, the Town Commission finds that this Ordinance serves a valid municipal purpose and is in the best interests of the Town and its residents.

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

Section 1. Recitals and Legislative Findings.

The recitals above are true and correct, are adopted as legislative findings, and are incorporated into this Ordinance.

Section 2. Adoption of the 2024 International Property Maintenance Code.

The Town adopts by reference the 2024 edition of the International Property Maintenance Code, published by the International Code Council, Inc., together with Appendix A (Boarding Standard), as the Property Maintenance Code of the Town of Dundee, Florida, subject to the local amendments in Section 3. Appendix B (Board of Appeals) and every other appendix are not adopted. ICC commentary, annotations, explanatory notes, historical or technical discussion, bibliographies, and other non-code material contained in any Code and Commentary publication are not adopted and have no independent legal effect. The adopted code text is not reproduced in this Ordinance. Before the enforcement date, the Town Clerk shall obtain and maintain, or ensure the Town maintains, an authorized official copy of the adopted code and any applicable official errata for public inspection as required by law.

Section 3. Dundee Amendments to the 2024 IPMC.

The following Dundee amendments replace or complete the listed provisions of the 2024 IPMC. If one of these amendments conflicts with the unamended model code text, the Dundee amendment controls:

101.1 — Jurisdiction. These regulations shall be known as the Property Maintenance Code of the Town of Dundee, hereinafter referred to as “this code”.

103.1 - Responsible department and code official. The code compliance agency shall be the Town department or office designated by the Town Manager to administer and enforce this code. The official in charge shall be known as the code official. The Town Manager may designate one or more qualified Town employees or authorized agents to perform code-official functions, subject to the Town Code and any limitations or qualification requirements imposed by Florida law.

104 — Fees. The Town Commission must establish any fee by resolution or otherwise authorize it under the Town Code. This Ordinance creates no new fee.

106.1-106.4 - Technical appeals. Delete Sections 106.1 through 106.4 and replace them with the following: A person directly affected by a code official's written order, decision, or determination concerning the application or interpretation of this code may appeal to the Town's Code Enforcement Special Magistrate. The appeal must be filed in writing with the Town Clerk within 20 calendar days after the decision is served, must identify the decision being challenged, and must state the claimed error. An appeal may assert that the code has been incorrectly interpreted or applied, does not fully apply, or that an equivalent or better means of compliance is proposed. The Special Magistrate may affirm, modify, or reverse the code official's written decision but may not waive a code requirement or exercise authority reserved by law to another official. A timely appeal stays the appealed decision until a written ruling is issued, except for emergency measures, imminent-danger actions, orders to vacate or secure an unsafe structure, or other actions for which a stay would threaten public health or safety or is unavailable under applicable law. This technical appeal is separate from a hearing on an alleged code violation under the Town Code and Chapter 162, Florida Statutes. Judicial review of a final order is available in the manner and within the time provided by applicable law, including Section 162.11, Florida Statutes, when applicable. Appendix B is not adopted.

107 — Violations and enforcement. The Town shall administer violations, notices, hearings, penalties, abatement, and other remedies under the Town Code, including Sections 1-14, 2-62 through 2-64, 2-70, and Chapter 34, as amended by Chapter 162, Florida Statutes, and other applicable law. A model-code reference to a misdemeanor or civil infraction does not, by itself, create a criminal offense. When authorized by law, each day a violation continues after lawful notice is a separate violation.

108.1 - Stop-work authority. The code official may issue a stop-work order only for work within the code official's lawful authority. Nothing in Section 108 authorizes the code official to exercise powers reserved by Florida law or an applicable technical code to the building official, fire code official, utility, public works authority, or another official. A stop-work order affecting work subject to a building or fire permit shall be coordinated with and, when required by law, issued by the official legally authorized to stop that work.

108.4 - Failure to obey a stop-work order. A fine may be imposed only as authorized by the Town Code, Chapter 162, Florida Statutes, or other applicable law.

109-111 - Unsafe conditions, emergency measures, and demolition. The Town shall administer Sections 109 through 111 consistently with the Town Code, the Florida Building Code, the Florida Fire Prevention Code, Chapter 162, Florida Statutes, constitutional due-process requirements, and other applicable law. Nothing in these sections independently authorizes the code official to enter private property without lawful authority, disconnect utilities, close a public right-of-way, perform boarding or repairs at an owner's expense, demolish a structure, impose a special assessment or lien, or take another action for which separate legal authority or process is required. Any such action shall be taken or authorized by the official or body having lawful authority. A structure shall not be demolished solely because construction or repairs have ceased for more than two years; demolition shall require an independent lawful determination and the notice and process required

by applicable law. When the Town lawfully takes immediate action to address an emergency, it shall provide any prompt post-action notice and hearing required by law.

302.4 - Weeds and plant growth. Twelve (12) inches shall be the maximum height, subject to the definitions and exceptions in Section 34-1(c) of the Town Code, as amended. Any notice, entry, cutting or removal, cost recovery, assessment, or lien under this section shall be administered only as authorized by the Town Code and applicable law.

304.14 - Insect screens. January 1 is the beginning date and December 31 is the ending date. In practical terms, screens are required year-round where this section applies.

602.3 - Heat supplied to rented dwelling or sleeping units. November 1 is the beginning date and March 31 is the ending date, subject to the exceptions in the 2024 IPMC and applicable law.

602.4 - Heat in occupiable workspaces. November 1 is the beginning date and March 31 is the ending date, subject to the exceptions in the 2024 IPMC and applicable law.

Section 4. Existing Dundee Enforcement Procedures Remain in Effect.

Except where this Ordinance expressly states otherwise, the Town's existing code-enforcement, nuisance, notice, hearing, abatement, cost-recovery, special-assessment, lien, and enforcement-forum provisions remain in effect and supplement the 2024 IPMC, including Sections 1-14, 2-62 through 2-64, 2-70, and Chapter 34 of the Town Code, as amended. If an administrative provision of the 2024 IPMC conflicts with a Town Code provision governing those matters, the Town Code provision controls to the extent permitted by law.

Section 5. Sections 34-5 and 34-29(3), Town Code, Amended.

Sections 34-5 and 34-29(3) of the Town Code are amended as follows:

(a) Section 34-5 is amended in full to read:

Sec. 34-5. - Right to appeal notice.

Any person directly affected by a written decision of the code enforcement officer, code official, or designee, or by a notice or order issued under this article or the Property Maintenance Code, may appeal to the Code Enforcement Special Magistrate by filing a written application for appeal with the Town Clerk within 20 calendar days after the decision, notice, or order is served. An appeal shall identify the action challenged and shall be based on a claim that the applicable code or legally adopted rule has been incorrectly interpreted or applied, does not fully apply, or is adequately satisfied by an equivalent or better means of compliance. A timely appeal stays proceedings in furtherance of the action appealed from until a written ruling is issued, except for emergency measures, imminent-danger actions, orders to vacate or secure an unsafe structure, or other actions for which a stay would threaten public health or safety or is unavailable under applicable law. A technical appeal under Section 106 of the Property Maintenance Code is separate from a code-enforcement proceeding concerning an alleged violation under Chapter 162, Florida Statutes, and the Town Code. Judicial review of a final order is available as provided by applicable law.

(b) Section 34-29(3) is amended to read:

(3) In the manner required by the applicable notice provisions of the Property Maintenance Code of the Town of Dundee, as amended.

Section 6. Effect on Ordinances No. 12-01 and No. 15-08.

On the enforcement date stated in Section 12, the 2024 IPMC adoption in this Ordinance replaces the 2009 IPMC adoption under Ordinance No. 12-01, as continued or amended by Ordinance No. 15-08. Ordinances No. 12-01 and No. 15-08 are repealed only to the extent they adopt, retain, or depend on the 2009 IPMC or directly conflict with this Ordinance. The remaining local enforcement and abatement provisions of Ordinance No. 15-08 are preserved as stated in Section 4.

Section 7. Where the Code Applies; Later Editions Not Automatic.

This Ordinance applies within the Town's corporate limits to structures and premises covered by the 2024 IPMC. A later IPMC edition, supplement, or substantive amendment is not automatically adopted; it requires a later ordinance of the Town Commission. After review by the Town Attorney, the Town may recognize official errata that correct nonsubstantive publication errors in the adopted 2024 edition.

Section 8. Conflicts with Other Codes or Laws.

An ordinance or part of an ordinance that conflicts with this Ordinance is repealed only to the extent of the conflict. A reference in the 2024 IPMC or Appendix A to another model code or standard means the corresponding code or standard legally adopted, incorporated, or otherwise in effect in the Town under Florida law. No such reference independently adopts a model code or standard that is not otherwise applicable in the Town. The Florida Building Code and Florida Fire Prevention Code control whenever state law makes either code controlling or preemptive.

Section 9. Severability.

If a court of competent jurisdiction holds any part of this Ordinance invalid or unconstitutional, the remaining parts and their application to other persons or circumstances remain in effect. The Town Commission declares that it would have adopted each remaining part without the invalid part.

Section 10. Codification and Nonsubstantive Corrections.

Sections 2 through 8 are intended to be codified. The codifier may renumber, reletter, reformat, and correct cross-references without changing substantive meaning. The Town Clerk, Town Attorney, and their designees may correct typographical, formatting, numbering, and other scrivener's errors that do not change this Ordinance's intent, substance, or legal effect.

Section 11. Implementation and Public Information.

The Town Manager, Town Clerk, Town Attorney, code official, and their designees may take the administrative actions reasonably necessary to implement this Ordinance. Those actions include obtaining and maintaining, before the enforcement date, an authorized official Town copy of the 2024 IPMC and applicable official errata; updating forms and citations; training personnel; transmitting this Ordinance for codification; and preparing a plain-language public summary. A public summary is informational only and does not replace or change the adopted code or this Ordinance.

Section 12. Effective Date, Enforcement Date, and Pending Cases.

This Ordinance takes effect immediately upon passage and adoption on second reading. Sections 2 through 8 become enforceable on December 1, 2026. Through November 30, 2026, the previously adopted property maintenance code remains in effect to the extent permitted by law. A case or enforcement action begun before December 1, 2026, may continue under the law in effect when it began, unless the Town Attorney determines that another lawful transition rule applies.

INTRODUCED ON FIRST READING this 8th day of September 2026, by the Town Commission of the Town of Dundee, Florida, in Regular Session.

PASSED AND ADOPTED ON SECOND READING this 6th day of October 2026.

**TOWN OF DUNDEE, FLORIDA
TOWN COMMISSION**

Joe Garrison, Mayor

ATTEST:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney



Meeting Agenda Coversheet

MEETING DATE:	October 6, 2026	Submitted By: Tracy Mercer, Public Utilities/Special Projects		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-32 ODYSSEY MANUFACTURING COMPANY FOR THE PURCHASE OF SODIUM HYPOCHLORITE			
STAFF RECOMMENDATION: (MOTION READY)	A motion to approve the purchase and delivery of 12.5 Trade Percent of Sodium Hypochlorite Lakes Wales recent bid. This product is used at both water and wastewater plants for disinfections and to meet water and wastewater regulations.			
SUMMARY and/or JUSTIFICATION:	This item was introduced by Tracy Mercer. The Town is seeking to enter into an agreement to purchase chlorine from Odyssey Manufacturing Company needed to maintain and enhance Town operations. Odyssey Mfg. has demonstrated the qualifications, experience, and capacity required to deliver these services in a timely and cost-effective manner by piggybacking off Lake Wales bid with two one-year renewals. Approval of this agreement will ensure continuity of operations, improve service, delivery to residents, and support the Town's ongoing commitment to efficiency and fiscal stewardship.			
SELECT, if applicable	AGREEMENT:	X	BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):	X	OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Resolution 26-32 Bid Exhibit Odyssey Corporate Letter			
SELECT, if applicable	RESOLUTION: 26-32		ORDINANCE:	
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <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>				
FISCAL IMPACT (if any):	Cost includes Chlorine and delivery			\$1.76 p/gal

RESOLUTION NO. 26-32

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, RELATING TO THE PROCUREMENT OF 12.5 TRADE PERCENT SODIUM HYPOCHLORITE; ADOPTING FACTUAL FINDINGS REGARDING THE CITY OF LAKE WALES, FLORIDA, INVITATION TO BID NO. 26-17 AND COMPETITIVE SEALED BID PROCESS; APPROVING THE SELECTION OF ODYSSEY MANUFACTURING COMPANY AND THE PIGGYBACKING OF THE CITY OF LAKE WALES AGREEMENT FOR PURCHASE OF SODIUM HYPOCHLORITE; APPROVING A TOWN OF DUNDEE PIGGYBACK PURCHASING AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND TAKE NECESSARY IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee, Florida (the "Town") is a Florida municipal corporation vested with home rule authority pursuant to Article VIII, section 2(b) of the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town requires Ultrachlor 12.5 Trade Percent Sodium Hypochlorite for its water and wastewater treatment operations in order to maintain continuity of essential utility services; and

WHEREAS, Section 2-159 of the Code of Ordinances of the Town of Dundee establishes source-selection requirements for Town procurements, including competitive sealed bidding for procurements exceeding the applicable threshold; and

WHEREAS, the City of Lake Wales, Florida ("Lake Wales"), a Florida municipal corporation, issued Invitation to Bid No. 26-17 for the procurement and delivery of sodium hypochlorite ("ITB No. 26-17"); and

WHEREAS, ITB No. 26-17 was conducted as a competitive sealed bid procurement and required bids for sodium hypochlorite meeting stated chemical, testing, delivery, insurance, safety, and performance requirements; and

WHEREAS, Odyssey Manufacturing Company ("Odyssey") submitted a bid of \$1.76 per gallon and indicated in its bid that another governmental agency may use its proposal; and

WHEREAS, Lake Wales selected Odyssey and entered into an Agreement for Purchase of Sodium Hypochlorite providing for an initial term commencing October 1, 2026 and ending September 30, 2027, with two optional one-year renewal terms upon mutual agreement, and providing that rates remain fixed during the agreement term; and

WHEREAS, by letter dated September 15, 2026, Odyssey offered to continue supplying the Town under a piggyback arrangement based on the Lake Wales procurement at a fixed price of \$1.76 per gallon, with no fuel surcharges, delivery fees, or hidden charges, effective October 1, 2026 through September 30, 2027, subject to tanker accessibility; and

WHEREAS, the Town previously utilized a Lake Wales sodium-hypochlorite procurement with Odyssey through Resolution No. 24-33, and the Town Commission desires to establish a new piggyback procurement based on the newly competed Lake Wales ITB No. 26-17 rather than merely extend the prior procurement beyond its underlying term; and

WHEREAS, the Town Commission finds that the competitive procurement process used by Lake Wales for ITB No. 26-17 is substantially similar to the process the Town would utilize for the same commodity under Section 2-159 of the Town Code and may be adopted by the Town for purposes of this procurement; and

WHEREAS, the Town Commission further finds that piggybacking ITB No. 26-17 and the resulting Lake Wales agreement is authorized by the Town's home rule authority, Section 166.021, Florida Statutes, and applicable Florida law governing cooperative and piggyback procurements, including the principles recognized in *Accela, Inc. v. Sarasota County*, 993 So. 2d 1035 (Fla. 2d DCA 2008); and

WHEREAS, the Town and Odyssey desire to enter into a Dundee-specific Piggyback Purchasing Agreement that incorporates the Lake Wales contract documents while addressing Town-specific legal and operational requirements, including nonexclusivity, no minimum purchase commitment, public records, E-Verify, human trafficking affidavit, sovereign immunity, indemnification, insurance, and venue; and

WHEREAS, the Town Commission finds that approval of this procurement and the Piggyback Purchasing Agreement is in the public interest and will promote the continued safe and efficient operation of the Town's water and wastewater utilities.

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

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this Resolution as true and correct findings of the Town Commission and form the factual and legal basis for the actions taken herein.

Section 2. Adoption of Lake Wales Competitive Procurement. The Town Commission adopts, for purposes of this procurement, the competitive sealed bid process conducted by the City of Lake Wales through ITB No. 26-17, together with Odyssey's accepted bid, applicable award materials, and the resulting Agreement for Purchase of Sodium Hypochlorite (collectively, the "Lake Wales Contract Documents"). The Town Commission finds that the Lake Wales process is substantially similar to the process required by Section 2-159 of the Town Code for procurement of the same commodity.

Section 3. Approval of Piggyback Procurement and Vendor. The Town Commission approves the piggyback procurement of Ultrachlor 12.5 Trade Percent Sodium Hypochlorite from Odyssey Manufacturing Company at a fixed unit price of \$1.76 per gallon during the initial term, subject to the terms of the Town's Piggyback Purchasing Agreement. The procurement is nonexclusive and creates no minimum purchase obligation.

Section 4. Approval of Piggyback Purchasing Agreement. The Town Commission approves the Piggyback Purchasing Agreement for Purchase and Delivery of Sodium Hypochlorite between the Town and Odyssey, substantially in the form presented with this Resolution, and authorizes nonmaterial revisions approved by the Town Attorney that do not increase the unit price, create an exclusivity obligation, create a minimum purchase commitment, or materially expand the scope or term beyond the authorized piggyback procurement.

Section 5. Town Manager Authorization. The Town Manager, or designee, is authorized to execute the Piggyback Purchasing Agreement and to take all administrative and implementing actions reasonably necessary to effectuate this Resolution, including issuance of purchase orders, verification of insurance and vendor compliance documents, confirmation of Town delivery locations and tanker accessibility, and execution of permitted renewal documents consistent with the underlying Lake Wales contract term and the Town's procurement requirements.

Section 6. Procurement Record. The Town Clerk and appropriate Town staff shall maintain with the official procurement record the Lake Wales Contract Documents, Odyssey's September 15, 2026

piggyback offer letter, the executed Dundee Piggyback Purchasing Agreement, insurance documentation, required statutory affidavits or certifications, purchase orders, and other implementing records.

Section 7. Conflicts. All resolutions or portions of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable by a court of competent jurisdiction, the remainder shall not be affected and shall remain in full force and effect.

Section 9. Administrative Correction of Scrivener's Errors. The Town Manager, Town Clerk, and Town Attorney are authorized to correct typographical, numbering, cross-reference, and scrivener's errors that do not alter the substantive intent approved by the Town Commission.

Section 10. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the ____ day of _____, 2026.

TOWN OF DUNDEE, FLORIDA

By: _____
Joe Garrison, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Markeishia L. Smith, Town Attorney

**TOWN OF DUNDEE, FLORIDA
PIGGYBACK PURCHASING AGREEMENT
FOR PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE
(CITY OF LAKE WALES ITB NO. 26-17)**

This Piggyback Purchasing Agreement for Purchase and Delivery of Sodium Hypochlorite (the “Agreement”) is entered into between the Town of Dundee, Florida, a Florida municipal corporation, whose address is 202 East Main Street, Dundee, Florida 33838 (the “Town”), and Odyssey Manufacturing Company, a Delaware corporation authorized to transact business in the State of Florida, whose address is 1484 Massaro Boulevard, Tampa, Florida 33619 (the “Vendor”).

RECITALS

WHEREAS, the Town requires Ultrachlor 12.5 Trade Percent Sodium Hypochlorite for its water and wastewater utility operations; and

WHEREAS, the City of Lake Wales, Florida (“Lake Wales”), through Invitation to Bid No. 26-17, conducted a competitive sealed bid procurement for sodium hypochlorite (the “Lake Wales Solicitation”); and

WHEREAS, Vendor submitted a responsive bid in the amount of \$1.76 per gallon and Lake Wales selected Vendor and entered into an Agreement for Purchase of Sodium Hypochlorite for a term beginning October 1, 2026 and ending September 30, 2027, with two optional one-year renewal terms upon mutual agreement (collectively, together with the solicitation, bid, award materials, and agreement, the “Lake Wales Contract Documents”); and

WHEREAS, Vendor’s Lake Wales bid expressly permits other governmental agencies to use the proposal; and

WHEREAS, by letter dated September 15, 2026, Vendor expressly offered to supply the Town with Ultrachlor 12.5 Trade Percent Sodium Hypochlorite at the same unit price of \$1.76 per gallon, with no fuel surcharge, delivery fee, or other hidden charge, subject to tanker accessibility; and

WHEREAS, pursuant to Resolution No. 26-____, the Town Commission determined that the Lake Wales competitive procurement process is substantially similar to the competitive process required by Section 2-159 of the Code of Ordinances of the Town of Dundee and authorized the Town to piggyback the Lake Wales Contract Documents; and

WHEREAS, the parties desire to state the Dundee-specific terms that govern the Town’s use of the Lake Wales Contract Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Town and Vendor agree as follows:

1. Incorporation and Order of Precedence. The Recitals are incorporated into this Agreement. The Lake Wales Contract Documents and Vendor’s September 15, 2026 letter to the Town are incorporated by reference and shall be maintained with the Town’s procurement file and authorizing resolution. Except as expressly modified by this Agreement, the specifications, product standards, delivery requirements, testing requirements, and other applicable terms of the Lake Wales Contract Documents govern the parties. If a conflict exists, this Agreement controls, followed by the executed Lake Wales Agreement, Vendor’s accepted bid, and the Lake Wales solicitation documents, in that order.

2. Scope; Product. Vendor shall furnish and deliver Ultrachlor 12.5 Trade Percent Sodium Hypochlorite meeting the specifications contained in Lake Wales ITB No. 26-17 to the Town’s tanker-accessible water and wastewater facilities, as ordered by the Town. Vendor shall provide technical assistance customarily provided with its chemical supply when requested by the Town.

3. Price; No Surcharges. The unit price is fixed at ONE DOLLAR AND SEVENTY-SIX CENTS (\$1.76) per gallon during the initial Term. The price includes all ordinary costs of furnishing and delivering the product to the Town's tanker-accessible facilities. No fuel surcharge, delivery fee, environmental fee, or other surcharge or hidden charge may be added unless expressly approved in advance by written amendment executed by the Town and Vendor.

4. Nonexclusive; No Minimum Purchase. This Agreement is nonexclusive. The Town does not guarantee any minimum quantity, volume, expenditure, or number of deliveries. Nothing in this Agreement grants Vendor an exclusive right to supply the Town's sodium hypochlorite requirements. The Town may lawfully procure sodium hypochlorite from another source when the Town determines such procurement is necessary or appropriate, including because of emergency, product unavailability, delivery failure, nonperformance, operational need, or another lawful procurement basis.

5. Orders; Delivery. Purchases shall be made on an as-needed basis by purchase order, release, or other written authorization issued by the Town. Unless otherwise agreed in writing for a particular order, normal deliveries shall be made within three (3) calendar days after receipt of the Town's order and emergency deliveries shall be made within twenty-four (24) hours, consistent with the Lake Wales Contract Documents. Vendor shall immediately notify the Town of any condition reasonably expected to delay a requested delivery.

6. Term; Renewals. The initial Term shall begin October 1, 2026, provided this Agreement has been approved and executed by both parties, and shall end September 30, 2027. If this Agreement is executed after October 1, 2026, the Term shall begin on the date of the last signature and still end September 30, 2027. The Town may renew this Agreement only by written mutual agreement for a renewal period that is within the scope and available renewal term of the Lake Wales Contract Documents, unless the Town independently satisfies another lawful procurement method. No renewal is automatic.

7. Appropriation; Payment. The Town's obligations are subject to the lawful appropriation of funds. Payments shall be governed by the Florida Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, as amended. The Town is not responsible for amounts attributable to unauthorized deliveries, quantities, fees, or charges.

8. Inspection; Product Compliance. All product shall conform to the specifications, certifications, testing, sampling, safety, and manufacturer-report requirements stated in the Lake Wales Contract Documents. The Town may reject nonconforming product and may exercise any applicable remedy provided by the incorporated contract documents or Florida law.

9. Insurance. Before the first delivery and throughout the Term, Vendor shall maintain the insurance required by the Lake Wales Contract Documents and any applicable Town minimum insurance requirements. Upon request, Vendor shall provide current certificates of insurance and endorsements. The Town of Dundee, its elected and appointed officials, officers, and employees shall be included as additional insureds on applicable commercial general liability coverage to the extent commercially available and required by the Town.

10. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Town of Dundee and its officers and employees from liabilities, damages, losses, and costs, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor or persons employed or utilized by Vendor in performance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the Town or as a waiver of the Town's sovereign immunity or the limitations of section 768.28, Florida Statutes.

11. Public Records. To the extent Vendor is a "contractor" acting on behalf of the Town within the meaning of section 119.0701, Florida Statutes, Vendor shall comply with all applicable public-records obligations, including keeping and maintaining required public records; providing records to the Town upon request within a reasonable time and at lawful cost; protecting confidential or exempt records; and,

upon completion of the Agreement, transferring public records to the Town at no cost or retaining them in compliance with law. All electronically stored records must be provided in a format compatible with the Town's information technology systems upon request.

PUBLIC RECORDS NOTICE. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERICA ANDERSON, TOWN CLERK, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838; TELEPHONE (863) 438-8330, EXT. 258; E-MAIL EANDERSON@TOWNOFDUNDEE.COM.

12. E-Verify. Vendor shall register with and use the E-Verify system as required by section 448.095, Florida Statutes, and shall require any subcontractor subject to the statute to do the same. Vendor shall obtain and retain any subcontractor affidavit required by law. A violation shall be handled in accordance with section 448.095, Florida Statutes.

13. Human Trafficking Affidavit. Before performance, Vendor shall provide the affidavit required by section 787.06(14), Florida Statutes, signed by an officer or representative under penalty of perjury and attesting that Vendor does not use coercion for labor or services as defined by that statute. A form affidavit is attached as Exhibit "A."

14. Public Entity Crime; Scrutinized Companies. Vendor represents that it is legally eligible to contract with the Town under section 287.133, Florida Statutes. This Agreement may be terminated at the Town's option if Vendor becomes subject to a contracting prohibition or termination right under section 287.135, Florida Statutes, including placement on an applicable scrutinized-company or boycott list, or engagement in conduct for which the statute authorizes termination.

15. Compliance with Laws. Vendor shall comply with all applicable federal, state, county, and Town laws, rules, ordinances, regulations, safety requirements, and environmental requirements applicable to the product, transportation, delivery, employees, and performance under this Agreement.

16. Termination. The Town may terminate this Agreement for convenience upon thirty (30) days' written notice. The Town may terminate immediately or upon such cure period as the Town determines reasonable for material breach, failure to deliver, delivery of nonconforming product, failure to maintain required insurance, violation of law, or a condition that threatens utility operations, public health, or safety. Vendor shall be paid for conforming product properly delivered and accepted before the effective termination date.

17. Force Majeure. Neither party shall be liable for delay caused by events beyond its reasonable control, provided the affected party gives prompt written notice and uses reasonable efforts to mitigate the delay. A force majeure event does not require the Town to accept untimely delivery when the Town reasonably determines that alternate procurement is necessary to protect utility operations, public health, or safety.

18. Notices. Formal notices shall be in writing and delivered personally, by nationally recognized overnight service, or by certified United States mail, return receipt requested. Notices to the Town shall be addressed to Kenneth Cassel, Town Manager, Town of Dundee, 202 East Main Street, Dundee, Florida 33838, with a copy to the Town Attorney at the same address. Notices to Vendor shall be addressed to Odyssey Manufacturing Company, 1484 Massaro Boulevard, Tampa, Florida 33619, Attn: General Manager. Either party may update its notice information by written notice.

19. Governing Law; Venue. This Agreement is governed by Florida law. Venue for any action arising from this Agreement shall lie in a court of competent jurisdiction in Polk County, Florida, or, if federal jurisdiction exists, in the United States District Court for the Middle District of Florida.

20. Assignment; Modification. Vendor may not assign this Agreement without the Town's prior written consent. No amendment or modification is effective unless in writing and executed by authorized representatives of both parties. Purchase orders may implement this Agreement but may not materially amend it unless expressly approved as a written amendment.

21. Independent Contractor; No Third-Party Beneficiaries. Vendor is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint-venture relationship, and no third party is an intended beneficiary.

22. Entire Agreement; Severability; Counterparts. This Agreement, together with the incorporated Lake Wales Contract Documents and Vendor's September 15, 2026 letter, constitutes the parties' agreement regarding this piggyback procurement. If any provision is held invalid, the remaining provisions remain enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

SIGNATURES

TOWN OF DUNDEE, FLORIDA

By: _____

Kenneth Cassel, Town Manager

Date: _____

ATTEST:

Erica Anderson, Town Clerk

Approved as to Form and Legal Sufficiency:

Markeishia L. Smith, Town Attorney

ODYSSEY MANUFACTURING COMPANY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”
HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06(14), FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____, as _____ of Odyssey Manufacturing Company (“Vendor”), who, being duly authorized and under penalty of perjury, certifies on behalf of Vendor that Vendor does not use coercion for labor or services as “coercion” is defined in section 787.06, Florida Statutes.

The undersigned further acknowledges that this affidavit is provided to the Town of Dundee, Florida, in connection with the execution of a contract between a nongovernmental entity and a governmental entity as required by section 787.06(14), Florida Statutes.

ODYSSEY MANUFACTURING COMPANY

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

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

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by _____, as _____ of Odyssey Manufacturing Company, who ☐ is personally known to me or ☐ produced _____ as identification.

 Notary Public
 Printed Name: _____
 My Commission Expires: _____



Meeting Agenda Coversheet

MEETING DATE:		October 6, 2026		Submitted By: Bill Nolen, Building and Planning Dept	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>		Revised Town of Dundee Building Permit Fee Schedule			
STAFF RECOMMENDATION: (MOTION READY)		State the motion here: A motion to approve the new Town of Dundee Building Permit Fee Schedule, replacing the Building Permit Fee Schedule dated 3 November 2026			
SUMMARY and/or JUSTIFICATION:		This item is being introduced by Bill Nolen, the Town of Dundee Building Official. City Administration has suggested a more streamlined fee schedule to better serve both customers and Building Department staff. The current fee schedule has a somewhat complicated fee structure and a number of extraneous fees, some not pertaining to the Building Department. Though the proposed new fee schedule is more streamlined, it adequately covers all the different permit types issued by the department.			
SELECT, if applicable		AGREEMENT:		BUDGET:	
		STAFF REPORT:		PROCLAMATION:	
		EXHIBIT(S):		OTHER:	
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>		Exhibit A is the requested new Town of Dundee Building Permit Fee Schedule Exhibit B is the current Town of Dundee Building Permit Fee Schedule			
SELECT, if applicable		RESOLUTION:		X	ORDINANCE:
IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE <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>		Resolution No. 01-07			
FISCAL IMPACT (if any):		State what is included in the cost, i.e., production, materials, etc.			\$0.00

DUNDEE BUILDING PERMIT FEE SCHEDULE

Per Section 109.2 of the Florida Building Code 8th Edition, on buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the fee schedule as established by the Town of Dundee Resolution Number 01-07 approved on March 13th, 2001.

Fees for both commercial and residential new construction are based on the most current International Code Council (ICC) Building Value Data Table and this fee schedule. Alterations, conversions, remodels and modifications are based solely on the fee schedule.

To calculate Building Permit Fee for commercial and residential new construction costs, use the total square foot of the building times the Square Foot Construction Costs utilizing the Use Group and Type of Construction from the Building Data Value Table. From this number, the fee charge is \$50 for the first \$2,500. Then multiply the remainder by .008 to obtain the Building Permit Fee total.

Building Plan Review Fee is 50% of the Building Permit Fee (non-refundable)

Administrative Fee - \$40 (non-refundable)

Plan Review Revision Fee - \$50

Change of Contractor - \$50

Permit Transfer Fee - \$50

Permit Extension - \$50

Re-inspection Fee - \$50/2nd re-inspection fee - \$100

Permit Exemption Fee - \$40

Manufactured Home Setup - \$125

Moving a building/structure to inside or outside of city limits - \$300

Private Provider Cost Reduction of Building Permit Fee/Plans Review Fee – 65%

State Surcharge/Department of Business/Professional Regulation -1.5% or \$2.00 minimum

State Surcharge/Department of Economic Opportunity – 1.5% or \$2.00 minimum

Electronic Archival - \$3.00 per sheet

Site Work Permit Fee – Cost of construction times one half percent/.005

Please call the Dundee Building Department with inquiries regarding permitting and City/County impact fees – 863/438-8330 x223 or x244.



Town of Dundee Building Department

◆ 124 Dundee Rd ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8338

Building Permit Fee Schedule (October 1st, 2025 – September 30th, 2027)

Fees are based on Resolution No. 01-07 approved on March 13th, 2001. All Permit Fees set forth shall automatically be increased by 5% every two (2) years, beginning October 1st, 2003, as authorized by Florida Law.

Section I: Fees and expenses to be paid in full.

Until all applicable fees and expenses have been paid in full, no action, including processing or review, shall be taken by any Town staff members, on any petition, appeal, or application. This resolution shall not apply to such petitions, appeals, or applications generated by the Town.

Section II: Fee Schedule.

The following fee schedule is for all applications and requests submitted under the requirements of the Town of Dundee, Florida. All fees shall be set at a minimum, at levels that cover the Town's costs of administration, inspection, and enforcement.

Schedule of Building Permit Fees

Section III: Building Permit Fees for New Buildings and Additions.

1. Permit fees shall include those for Building, Electrical, Plumbing, Gas and Mechanical.
 - A. \$1,000.00 total valuations for improvement or less:
\$34.22 minimum fee.
 - B. \$1,001.00 up to and including \$50,000.00 total valuation:
Base fee: \$34.22 for the first \$1000.00 PLUS \$11.98 for each additional \$1000.00 of valuation or portion thereof.
 - C. \$50,001.00 up to and including \$100,000.00 total valuation:
Base fee: \$620.88 for the first \$50,000.00 PLUS \$10.26 for each additional \$1,000.00 of valuation or portion thereof.
 - D. \$100,001.00 up to and including \$500,000.00 total valuation:
Base fee: \$1133.81 for the first \$100,000.00 PLUS \$8.56 for each additional \$1,000.00 or fraction thereof.

- E. \$500,001.00 and up:
Base fee: \$4,556.69 for the first \$500,000.00 PLUS \$6.85 for each additional \$1,000.00 or fraction thereof.
- F. Total valuation shall be based upon the Standard Building Code Evaluation Schedule or signed contract for work to be permitted.
- G. All permits shall be charged an **Administration Fee of \$34.22.**

Section IV. Fees for Other Permits

- 1. Single Miscellaneous Building Permits Fees shall be:
 - A. \$1,000.00 total valuation of improvement or less:
\$34.22 minimum fee.
 - B. Construction over \$1,000.00 total valuation:
Base fee: \$34.22 PLUS \$11.98 for each additional \$1,000.00 of valuation or portion thereof.
 - C. Total valuation shall be based upon the Standard Building Code Evaluation Schedule or signed contract for work to be permitted.
 - D. All permits shall be charged an **Administration Fee of \$34.22.**

Section V: Single Permit Fees for Sub (Single)-Trades Shall Be:

- A. Sub (Single)-trades shall include, but shall not be limited to: Electrical, Plumbing, Mechanical, Gas, Irrigation systems, Fire Sprinkler systems, Fence and block walls, Windows and Doors (size for size), repairs or replacement of the above, Paving and Concrete work, Underground Piping and Tank work and Bridging.
- B. \$1,000.00 total valuation of improvements or less: **\$34.22 minimum fee.**
- C. Construction over \$1,000.00 total valuation:
Base fee: \$34.22 PLUS \$11.98 for each additional \$1000.00 of valuation or portion thereof.
- D. Total valuation shall be based on the amount of the signed contracts for work, which shall be furnished to the Building Official at the time of application.
- E. All sheds or storage buildings 250 square feet or less: **Flat fee of \$46.42.**
- F. All permits shall be charged an **Administration Fee of \$34.22.**
- G. All new construction or alterations shall be charged **\$0.16 per square foot**, as a surcharge for State Licensing Board and Department of Community Affairs.
- H. All Electrical, Plumbing, Mechanical, and Roofing permits shall have a **minimum fee of \$128.28. (**Anything over \$10,000.00 compute per item C above.)**

Section VI. Miscellaneous Fees:

1. Mobile Home Setup
 - A. Mobile home setup of \$1,000.00 valuation or less: **\$34.22 minimum fee.**
 - B. Mobile home setup of over \$1,000.00 total valuation:
Base fee: \$34.22 for the first \$1000.00 PLUS \$11.98 for each additional \$1000.00 of valuation or portion thereof.
 - C. Total valuation shall be based upon the amount of the signed contracts for work, which shall be furnished to the Building Official at the time of application.
 - D. Temporary electrical service pole permit: **Flat fee of \$85.52**
 - E. Plumbing permit: **Flat fee of \$128.28****
 - F. Electrical permit: **Flat fee of \$128.28****
 - G. Mechanical permit: **Flat fee of \$128.28****
 - H. Fence permit: **Flat fee of \$128.28****
 - I. Irrigation/Landscape: **Flat fee of \$128.28****
(Anything over \$10,000.00 compute per item C above.)**
2. Moving a building or structure outside the Town limits: **Flat fee of \$213.79.**
3. Moving of a building or structure from outside the Town limits to inside the Town limits: **Flat fee of \$427.60.**
4. Moving a building or structure in Town from lot to lot: **Flat fee of \$684.14**
5. Demolition fee: **Flat fee of \$171.05.**
6. Temporary structure permit (Tent): **Flat fee of \$168.95.**
7. Sewer tap inspection fee: **Flat fee of \$52.50.**
8. All permits shall be charged an **Administration Fee of \$34.22.**
9. Certificate of Occupancy fee: **Flat fee of \$42.77.**
10. Pre-inspection fee: **Flat fee of \$141.75.**
11. Town Administrative Results Fee (applicable to permits utilizing a Private Provider firm for inspections): **\$5.80 per inspection**
12. Audit Inspection Fee (applicable to permits utilizing a Private Provider firm for inspections): **Flat fee of \$231.53**

Section VII: Other Fees

Plans Review Fee (non-refundable)

1. All, except residential, requiring Tech. Review Board review: **50% of building permit fee.**
2. Commercial: **50% of building permit fee.**
3. Any review requiring Technical Review Board review: **50% of building permit fee.**

Re-Inspection (due to failure or non-preparedness) Fee: **Flat Fee of \$42.77**

Working without a permit:

1. First offense: **Double permit fee or \$128.28, whichever is greater.**
2. Second or subsequent times: **Double permit fees and possible removal of services.**

Plan Resubmittals:

1. Review of resubmitted plans, energy calculations, truss engineering, and/or plot plan changes to previously reviewed and stamped documents: **\$42.77 per page, plan or set.**

Section VIII: Fee Schedules for Permitted Onsite Commercial Signs and Billboards

Prior to receiving a permit for the erection, reconstruction, alteration, or relocation of a sign permitted within the Town, the applicant shall pay a:

Base inspection fee of \$42.77 for each such signs PLUS \$0.41 per square foot of sign coverage for each illuminated sign (single or double faced) ... \$0.30 per square foot of sign coverage for each non-illuminated sign (single or double faced).