



TOWN COMMISSION MEETING AGENDA

June 02, 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 JUNE 2, 2026

A. MINUTES

1. April 21, 2026, TC Meeting Minutes

2. May 5, 2026, TC Meeting Minutes

APPROVAL OF AGENDA

PROCLAMATIONS

1. PROCLAMATIONS

A. Juneteenth Proclamation

PUBLIC HEARING

- 2. DISCUSSION & ACTION, ORDINANCE 26-05 706 CITRUS AVENUE FUTURE LAND USE MAP AMENDMENT 2nd READING/ADOPTION...Continued**

NEW BUSINESS

- 3. DISCUSSION & ACTION, ORDINANCE 26-10 CODE OF ORDINANCE REVISIONS**
- 4. DISCUSSION & ACTION, ORDINANCE 26-06, AN APPLICANT-INITIATED FUTURE LAND USE MAP AMENDMENT FOR ESTES GROVE SUBDIVISION.**
- 5. DISCUSSION & ACTION, ORDINANCE 26-09 – AN APPLICANT-INITIATED MAJOR PUD AMENDMENT TO ORDINANCE 15-05 FOR ESTES GROVE SUBDIVISION.**
- 6. DISCUSSION & ACTION, ORDINANCE 26-07 - TOWN-INITIATED TEXT AMENDMENT TO SECTION 3.06.07 OF THE LAND DEVELOPMENT CODE**
- 7. DISCUSSION & ACTION, RESOLUTION 26-14 - AN APPLICANT-INITIATED REQUEST FOR CERTIFIED SUBDIVISION PLAN (CSP) APPROVAL, LEGACY HILL SUBDIVISION**
- 8. DISCUSSION & ACTION, SITE DEVELOPMENT PLAN APPROVAL FOR WAWA AND BIG DAN'S CARWASH**
- 9. DISCUSSION & ACTION, RESOLUTION 26-15 THE LANDINGS AT LAKE MABEL LOOP PERFORMANCE BOND ACCEPTANCE**
- 10. DISCUSSION & ACTION, RESOLUTION 26-16 DEVELOPERS AGREEMENT FOR THE RESERVE**
- 11. DISCUSSION & ACTION, RIDGE LEAGUE OF CITIES AND BOARD APPOINTMENTS OF THE COMMISSION**
- 12. DISCUSSION & ACTION, COMMISSION BUDGET AND SPENDING**
- 13. DISCUSSION & ACTION, HIGHLAND AVENUE SPLASH PAD & PARK NAME CHANGE REQUEST**
- 14. DISCUSSION & ACTION, ROAD RESURFACING PROJECT IFB 26-01**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Department Updates

Town Manager

Commissioners

Mayor

ADJOURNMENT

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

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



Meeting Agenda Coversheet

MEETING DATE:	June 2, 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 6.2.2026 TC Consent Agenda			
SUMMARY and/or JUSTIFICATION:	<p>A. Minutes</p> <ol style="list-style-type: none"> April 21, 2026, Meeting Minutes May 5, 2026, Meeting Minutes 			
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>	April 21, 2026, Meeting Minutes May 5, 2026, Meeting Minutes			
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

April 21, 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 Pennant

INVOCATION led by Bishop

RECOGNITION OF SERGEANT AT ARMS Detective Miller

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Goddard

Commissioner Wilson

Vice-Mayor Quarles

Mayor Pennant

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

The minutes being reviewed include minutes from the following meetings:

A. MINUTES

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

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

Commissioner Goddard moved to approve the minutes of March 10, 2026, August 12, 2025, August 12, 2025, August 26, 2026, August 28, 2025, and September 2, 2025, commission workshops and commission meetings, seconded by Commissioner Wilson.

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

The motion passed unanimously.

B. BOARD APPLICATIONS

1. Donaldson Barclay, P&Z Board Application
2. Virginia Shuff-Dowd, P&Z Board Application
3. Tiffany McCracken, P&Z Board Application

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

Vice Mayor Quarles moved to approve the Planning and Zoning Board Applications for Donaldson Barclay, and Virginia Shuff-Dowd seconded by Commissioner Goddard.

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

The motion passed unanimously.

C. AGREEMENTS

1. Election Agreements
2. Settlement Payments for Water Providers – Town of Dundee – AFFF MDL – Privileged
3. National Day of Prayer on May 7th, 2026

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

Commissioner Goddard moved to approve the Election Agreement with Polk County Supervisor of Elections, Settlement Payments for Water Providers, and the National Day of Prayer. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda.

The Valencia Ridge Transportation Agreement was removed.

One duplicate item was removed.

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

Vice Mayor Quarles moved to approve the agenda with changes, seconded by Commissioner Goddard.

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

The motion passed unanimously.

1. MAYOR AND TOWN COMMISSIONER(S) FINAL REVIEW – Presented by Mayor Pennant

A motion to move this item down on the agenda and complete the proclamations ahead of this item was made by Commissioner Goddard and seconded by Commissioner Richardson.

The motion passed unanimously.

2. PROCLAMATIONS

a. ARBOR DAY PROCLAMATION – Presented by Mayor Pennant and accepted by Tree Board Members Michelle Smith and Sheila Aguilar

A motion of support for the Arbor Day Proclamation was made by Commissioner Richardson and seconded by Commissioner Wilson.

The motion passed unanimously.

a. AUTISM AWARENESS PROCLAMATION -Presented by Mayor Pennant

A motion of support for the Autism Awareness Proclamation was made by Commissioner Goddard and seconded by Vice Mayor Quarles.

The motion passed unanimously.

PUBLIC HEARING

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

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item.

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

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

Commissioner Goddard moved to approve Ordinance 26-02 on second reading. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

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

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

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

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

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

Vice Mayor Quarles moved to approve Ordinance 26-04 on second reading. The motion was seconded by Commissioner Goddard.

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

The motion passed unanimously.

NEW BUSINESS

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

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item.

The Applicant, The Town of Dundee, is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor with the proposed FLU being Medium Density Residential (MDR), as it would be consistent with the Town of Dundee's Comprehensive Plan, Land development Code, and compatible with the surrounding land uses. The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

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

Commissioner Goddard moved to approve Ordinance 26-05; the motion was seconded by Commissioner Wilson.

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

The motion passed unanimously.

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

Town Manager Cassel introduced this item.

The Town previously agreed to reserve wastewater treatment capacity to support future development. The agreement has been amended from time to time to reflect changes in development ownership, timelines, and capacity allocations.

The current amendment reflects the assignment of the agreement to Richmond American Homes and updates certain terms related to the reservation of wastewater treatment capacity within the Town's system.

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

Commissioner Goddard moved to approve the third amendment with Bella Vista Richmond American Homes. The motion was seconded by Commissioner Richardson.

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

The motion passed unanimously.

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

[This item was moved to the top of the agenda after Proclamations]

Attorney Sherry Sutphen addressed the commission on behalf of Roper, Townsend, and Sutphen and requested approval of the settlement agreement.

On or about November 1, 2024, Landing at Lake Mabel Loop, LLC, filed a lawsuit in Polk County Circuit Court against the Town of Dundee for an alleged temporary taking of its property based upon the Town's processing and review of a multi-phased residential subdivision planned for approximately 65.5 acres of property located in Dundee, Florida. Due to the uncertainty of litigation costs related to takings claims, including the requirement to pay the property owner's attorney's fees in the event the Court were to find that the Town effected a temporary taking based on its processing efforts, the Town entered into settlement discussions with the property owner following the shade meeting conducted in this matter. The settlement amount is based on past and future development fees. The insurance carrier will contribute \$30,000.00 toward the settlement sum, and the property owner will provide a full release of any and all state and federal claims. Approval of the settlement agreement as proposed is recommended.

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

Alethea Pugh asked if payment would come from the town's General Fund or another source and what impact it would have on the current budget.

Commissioner Goddard moved to approve the Litigation Settlement Agreement; the motion was seconded by Commissioner Wilson.

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

The motion passed unanimously.

8. DISCUSSION & ACTION, LAKE DELL HYDRILLA TREATMENT

Public Works Director Vice presented the item to the commission.

This item was introduced to maintain and improve the water quality in Lake Dell. Staff have received a price from Applied Aquatics to treat the hydrilla and floating vegetation. The Town of Dundee currently has a contract with Applied Aquatics to treat other lakes in the Town on a regular basis. This lake was “treated as needed” in the past since it does not belong completely to the Town at this time. Staff is recommending approval for all of Lake Dell to be treated for hydrilla with a price not to exceed \$6,450.00.

This will produce better water quality for wildlife and increase the appearance throughout the area by preventing hydrilla from taking over the lake as it did back in 2024.

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

Suzetta Henson provided information for the owner of the lake and provided support for treatment.

Mayor Pennant closed the floor.

Commissioner Richardson moved to approve the Lake Dell Hydrilla Treatment for a price not to exceed \$6,450.00, the motion was seconded by Commissioner Goddard

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

The motion passed unanimously.

9. DISCUSSION & ACTION, PEST CONTROL SERVICE CONTRACT

Public Works Director Vice presented the item to the commission.

The Town seeks approval to enter into a services agreement with Country Boy Pest Control for pest control services at Town facilities. Due to ongoing service concerns with the current provider, staff solicited quotes from multiple vendors and recommends selecting Country Boy Pest Control.

Approval of this agreement will ensure effective pest management, supporting a safe and sanitary work environment and preventing disruptions to Town operations and facility maintenance.

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

Vice Mayor Quarles moved to approve the Pest Control Service Contract with Country Boy Pest Control. The motion was seconded by Commissioner Goddard.

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

The motion passed unanimously.

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

GARBAGE CARTS

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

The Town is requesting approval to purchase 150 95-gallon garbage carts to replenish inventory for new residential construction within the Town of Dundee. Staff recommends awarding the purchase to Cascade Cart Solutions in the amount of \$9,855.00, as they submitted the lowest bid and can deliver within a four-week timeframe.

This purchase will ensure adequate stock is available to meet the ongoing demand associated with residential growth within the Town limits.

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

Commissioner Goddard moved to approve the purchase of 150-95-Gallon Garbage Carts. The motion was seconded by Vice Mayor Quarles.

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

The motion passed unanimously.

11. DISCUSSION & ACTION, APPROVAL OF TUCKER PAVING CONSTRUCTION

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

The Town is seeking approval to enter into a services agreement with Tucker Paving, Inc. for the construction and paving of Camp Endeavor Boulevard and Lincoln Avenue. This project will convert currently unpaved roadways into paved surfaces.

Tucker Paving, Inc. was the awarded vendor for RFP 25-05, as approved by the Commission at the February 10, 2026, meeting. Town staff has verified that the firm possesses the qualifications and experience necessary to complete the project in a timely and cost-effective manner.

Approval of this agreement will enhance roadway conditions, improve resident services, and support the Town's ongoing commitment to infrastructure improvements and the overall quality of life for residents.

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

Vice Mayor Quarles moved to approve the Tucker Paving Construction Agreement. The motion was seconded by Commissioner Goddard.

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

The motion passed unanimously.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

REPORTS FROM OFFICERS

Polk County Sheriff's Office – No report

Dundee Fire Department – Report for April 2026

- 104 calls for service
- 15 fire
- 3 hazardous situations
- 59 medical
- 7 public services
- 20 non-emergencies

Town Attorney – Attorney Smith shared that she would be attending a Land Development Conference starting on April 22, and she will be available via phone during this time.

Town Manager – Town Manager Cassel provided the following updates.

- The May 5, 2026, Commission Meeting will be held at the Dundee Community Center at 6:30 p.m.
- Town Commission Orientation and Training Workshop will be held on Tuesday, May 12, 2026, at 5:30 pm in the Commission Chambers.

Commissioners

Vice Mayor Quarles – Said he appreciates everyone for coming out.

Commissioner Goddard – No Comment

Commissioner Wilson – She thanked everyone for their continued support and patience with the Commission throughout the years. She also expressed her appreciation to the Town of Dundee and all those in attendance for their support of the Commission. She stated that serving with the Commission has been a rewarding experience, that she has enjoyed her time working alongside the Commission, and wished everyone continued success in their future endeavors. She concluded by thanking the Commission and community for the past 16 years.

Commissioner Richardson – She thanked the residents, Town staff, Commissioners, and Mayor for their support. She expressed her appreciation for the opportunity to serve alongside the Commission and stated that the experience had provided valuable lessons and personal growth. She acknowledged that there had been challenges and growing pains along the way; however, those experiences ultimately strengthened and fortified her both personally and professionally. She concluded by extending her best wishes to the Mayor and Commissioners in their future endeavors.

Mayor – Stated that, though there was a final review today, he would still be here in the delegation and will continue to represent the town.

ADJOURNMENT at 8:51 p.m.

Respectfully submitted,

Erica Anderson

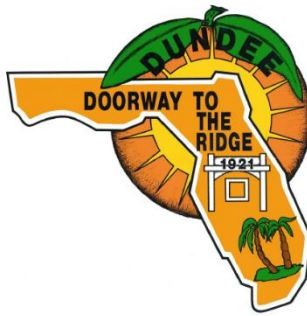
Erica Anderson, Town Clerk

APPROVAL DATE: _____

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DRAFT



TOWN COMMISSION MEETING MINUTES

May 5, 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 Pennant

INVOCATION led by Pastor Jimmy Downing

RECOGNITION OF SERGEANT AT ARMS Sergeant Frese

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Goddard

Commissioner Wilson

Mayor Pennant

ABSENT

Vice Mayor Quarles

APPROVAL OF AGENDA

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

Commissioner Goddard moved to approve the agenda without changes, seconded by Commissioner Richardson.

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

The motion passed.

1. SWEARING IN OF NEW COMMISSIONERS

Mayor Joe Garrison, Commissioner Julia Hunt, and Commissioner Ray Hunt were sworn into office.

Mayor Sam Pennant, Vice Mayor Willie Quarles, and Commissioner Bertram Goddard concluded their terms of service and relinquished their seats on the Commission.

PRESENT

Commissioner Richardson

Commissioner Wilson

Commissioner Julia Hunt

Commissioner Ray Hunt

Mayor Garrison

INTERMISSION – BREAK

OPENING COMMENTS FROM THE MAYOR

Mayor Garrison provided opening remarks to the public, Town staff, and members of the Commission, offering words of encouragement and expressing his appreciation for the opportunity to serve the Town of Dundee. He thanked the community for their trust and support and stated that he looked forward to working collaboratively to continue moving the Town forward.

SELECTION OF VICE MAYOR

2. SELECTION OF VICE MAYOR

Mayor Garrison made a motion to nominate Commissioner Ray Hunt to serve as Vice Mayor, seconded by Commissioner Julia Hunt.

Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Commissioner Ray Hunt, Mayor Garrison.

The motion passed unanimously.

PROCLAMATIONS

3. PROCLAMATIONS

- a. National Day of Prayer Proclamation
- b. The Gathering in Florida Proclamation
- c. Memorial Day Proclamation

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MAY 5, 2026

4. AGREEMENTS

- A. Polk County Fire Rescue 2026 Lease Agreement
- B. Polk County Sheriff's Office Interlocal Agreement

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

Vice Mayor Hunt moved to approve the consent agenda, seconded by Commissioner Wilson.

Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Commissioner Ray Hunt, Mayor Garrison.

The motion passed unanimously.

PUBLIC HEARING

5. DISCUSSION & ACTION, ORDINANCE 26-05 CITRUS AVENUE FUTURE LAND USE MAP AMENDMENT

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented the item. Mayor Garrison declared a conflict of interest as the owner of the property and passed the gavel to Vice Mayor Hunt.

The Applicant, The Town of Dundee, is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor, with the proposed FLU being Medium Density Residential (MDR), as it would be consistent with the Town of Dundee's Comprehensive Plan, Land Development Code, and compatible with the surrounding land uses. The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

Vice Mayor Hunt opened the floor for public comment; the following persons addressed the commission.

Brenda Carter spoke in support of the ordinance.

Yvonne Musselwhite spoke in support.

Commissioner Julia Hunt moved to approve Ordinance 26-05; the motion failed for lack of a second.

Commissioner Richardson moved to table this item; Commissioner Wilson seconded the motion.

Voting in favor: Commissioner Richardson and Commissioner Wilson

Voting against: Commissioner Julia Hunt and Vice Mayor Ray Hunt

The motion failed on a 2-2 vote.

Vice Mayor Ray Hunt opened the floor for public comment; being none, the floor was closed.

Vice Mayor Ray Hunt moved to approve Ordinance 26-05 on second reading, seconded by Commissioner Julia Hunt

Voting in favor: Commissioner Julia Hunt and Vice Mayor Ray Hunt

Voting against: Commissioner Richardson and Commissioner Wilson

The motion failed on a 2-2 vote.

Voting against: Commissioner Richardson

The motion failed on a 2-2 vote.

Vice Mayor Hunt moved to table the item until the June 2, 2026, Town Commission Meeting at 6:30 p.m., Commissioner Wilson seconded the motion.

Voting in favor: Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Vice Mayor Ray Hunt

The motion passed.

Mayor Garrison abstained and filed Form 8B with the town clerk.

NEW BUSINESS

6. DISCUSSION & ACTION, RESOLUTION 26-12 RIDGEWOOD AVENUE VARIANCE FOR PARKING

Attorney Smith read the ordinance title into the record. Development Services Director Peterson presented.

This is an applicant-initiated request by Mr. John Bannon of Wood & Associates Engineering, LLC for a variance to the required fifty (50) standard parking spaces at 0.4 for every 1,100 square foot floor area (SFGFA), according to 126,158 square feet of buildings to twelve (12) standard parking spaces, two (2) accessible (ADA) spaces, fifty (50) boat accessible spaces, and pull up lanes for storage units for a mini-warehouse/storage center on approximately 8.26+/- acres zoned Industrial (IL) located at 205 Ridgewood Avenue and 0 Center Street.

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

Vice Mayor Ray Hunt moved to approve Resolution 26-12; Commissioner Richardson seconded the motion.

Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Vice Mayor Ray Hunt, Mayor Garrison.

The motion passed unanimously.

7. DISCUSSION & ACTION, CDM SMITH, INC AGREEMENT TO PRODUCE THE 2025 PUBLIC SUPPLY ANNUAL REPORT FOR WATER USE PERMIT

Public Utilities Director Mercer presented the item.

The Town is seeking to enter into a service agreement with CDM Smith for specialized support needed to maintain and enhance the Town's water operations.

CDM Smith has demonstrated the relevant experience over the past year, and as well as the capacity required to provide these services in a timely and cost-effective way. Approval of this agreement will ensure continuity of critical operations, improve service delivery to residents, and support the Town's ongoing commitment to operational efficiency and fiscal stewardship.

Approval of the agreement will ensure that the Town effectively meets the requirement of Water Permit 5893.014 Special Conditions 12 annually

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

Commissioner Richardson moved to approve the CDM Smith, Inc. agreement; Commissioner Wilson seconded the motion.

Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Vice Mayor Ray Hunt, Mayor Garrison.

The motion passed unanimously.

8. DISCUSSION & ACTION, LAKE HAMILTON MUTUAL TERMINATION AGREEMENT FOR SEWER SERVICES

Town manager Cassel presented the item.

The Town of Lake Hamilton has requested to terminate its sewer service agreement with the Town of Dundee. Since 2017, Lake Hamilton has been pumping wastewater from the US 27 lift station at Sample Park to Dundee for treatment. Lake Hamilton has since developed its own wastewater treatment infrastructure and installed a new force main to redirect flow from the Sample Park lift station to its new facility. As a result, Lake Hamilton is requesting termination of the existing agreement with Dundee.

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

Commissioner Wilson moved to approve the Mutual Termination Agreement; Commissioner Julia Hunt seconded the motion.

Voting in favor: Commissioner Julia Hunt, Commissioner Wilson, Vice Mayor Ray Hunt, Mayor Garrison.

Away: Commissioner Richardson

The motion passed.

9. DISCUSSION & ACTION, VOLUNTEER FIRE ASSISTANCE GRANT APPROVAL

Fire Chief Carbone presented the item.

The Dundee Fire Department was approved for the Volunteer Fire Assistance (VFA) Grant in the amount of \$25,781.00 to purchase eight (8) sets of turnout gear (coats and pants). This is a 50/50 cost-share grant, with the Fire Department and the federal program each contributing \$12,890.40. The bunker gear will be procured through a sole-source provider.

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

Commissioner Wilson moved to approve the Volunteer Fire Assistance Grant; Commissioner Richardson seconded the motion.

Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Mayor Garrison.

Voting against: Vice Mayor Ray Hunt,

The motion passed.

10. DISCUSSION & ACTION, RFP 26-02 COMMUNITY CENTER PARKING LOT RESURFACING PROJECT

Public Works Director Vice presented this item to the commission.

Town Staff have prepared and reviewed RFP 26-02 for the resurfacing of the Dundee Community Center. This project is being funded through a Community Development Block Grant (CDBG) through Polk County.

In FY 2024-2025, Dundee was awarded \$30,953.00 and did not use these funds but chose to roll them over for the next year. In FY 2025/2026, Dundee was awarded \$31,615.95, bringing the total awarded funds to \$62,568.98. RFP 26-02 has been reviewed and approved by Polk County to move forward.

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

Commissioner Wilson moved to approve RFP 26-02 Community Center Parking Lot Resurfacing Project; Commissioner Richardson seconded the motion.

Voting in favor: Commissioner Richardson, Commissioner Julia Hunt, Commissioner Wilson, Vice Mayor Ray Hunt, Mayor Garrison.

The motion passed unanimously.

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

Andrew Seabon spoke regarding the Lincoln Avenue pavement project.

Mervin Raggs addressed the Commission and encouraged its members to come together in unity and support one another as they serve the Town. He emphasized the importance of collaboration, professionalism, and teamwork among the Commission and encouraged continued efforts to work together in moving the Town forward in a positive direction for the benefit of the community.

REPORTS FROM OFFICERS

Polk County Sheriff's Office – Monthly Report

- 193 total calls for service
- 244 traffic stops
- 18 arrests
- 1,833 community contacts

Dundee Fire Department – Monthly Report

- 111 Total calls for the month
- 6 Fire
- 4 Hazardous Situations
- 73 Medical
- 5 Public Service
- 1 Rescue

- 22 Non Emergency

Town Attorney – Attorney Smith reported that there have been no significant Town legal matters during the past ten weeks of her service with the Town. She also advised that she attended the Land Development Conference held in Coral Gables in April alongside municipal attorneys from across the state.

She went on to provide an overview of several topics and emerging issues discussed during the conference, including matters related to land development, municipal governance, and legal trends affecting local governments. She further stated that she intends to discuss several of the conference topics and potential best practices with the Town Manager for future consideration and implementation where appropriate.

Town Manager – Town Manager Cassel provided the following updates.

- National Day of Prayer Gathering is Thursday, May 7th at 2 pm (will last between 30 minutes to an hour) at the Dundee Community Center.
- Town Commission Orientation and Training Workshop will be held on Tuesday, May 12, 2026, at 5:30 pm in the Commission Chambers.
- Memorial Day Remembrance Ceremony, Monday, May 25th at 10 am at the Dundee Veterans Memorial.

Commissioners

Commissioner Julia Hunt - She thanked everyone for attending and expressed her appreciation to Town staff for their continued hard work and dedication, particularly in managing the additional responsibilities and workload placed before them. She acknowledged the staff's efforts and commitment to the Town and stated that she looks forward to serving the community and working collaboratively with staff, the Commission, and residents moving forward.

Commissioner Wilson – She thanked everyone for attending the meeting and congratulated the newly elected Commissioners and Mayor on their appointments to office. She stated that she looks forward to working collaboratively with the new Commission and continuing to serve the Town and its residents.

She also provided an update regarding her recent elected officials conference and training, highlighting several educational sessions and resources available to municipal officials. She encouraged the newly elected Commission members to attend future training opportunities to further their understanding of municipal governance, leadership, and public service responsibilities.

She concluded her remarks by emphasizing the importance of the Commission working together cohesively, maintaining open communication, and building trust and mutual respect in order to effectively serve the community and move the Town forward in a positive direction.

Vice Mayor Ray Hunt – He thanked everyone for attending the meeting and expressed his appreciation to Town staff for their continued hard work, professionalism, and dedication to the Town of Dundee. He stated that he is ready to get to work addressing the needs of the community and working collaboratively to solve issues facing the Town. He further expressed his commitment to helping make Dundee a great place to live, work, and raise a family.

Commissioner Richardson – thanked staff and the community for coming out. She extended honor to the National Day of Prayer leaders and welcomed the new commissioner and mayor. She said she looks forward to working with them and said everyone has something to bring to the table. She went on to speak about the “State of the city” address for the town of Davenport and how each commissioner had their own grace in their respective positions before ending with, she is here to serve to help make Dundee great, and acknowledging law enforcement.

Mayor – He stated that he was honored to be present and grateful for the opportunity to serve the residents of the Town. He expressed that he is ready to get to work and emphasized the importance of the Commission working together as a unified team in service to the community.

He acknowledged that there may be times when members of the Commission may disagree on certain matters; however, he stressed that it is important for the Commission to remain respectful, collaborative, and united in its commitment to the Town and its residents. He stated that the residents deserve a Commission that works together for the betterment of the community.

He concluded his remarks by thanking the residents for their trust and support and advised that he remains accessible to the community and available to assist residents whenever needed.

ADJOURNMENT at 8:36 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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

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

PROCLAMATION



WHEREAS, the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and

WHEREAS, news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and

WHEREAS, news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and

WHEREAS, all of the Confederate States received news of the end of enslavement of African people on June 19, 1865; and

WHEREAS, June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and

WHEREAS, beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and

WHEREAS, June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and

WHEREAS, June 19th – JUNETEENTH was made an official Town holiday in 2020 to provide all Town residents an opportunity to learn, reflect and celebrate the rights, privileges, culture, achievements, sacrifices of African Americans in and to the Town of Dundee and to this country; and

WHEREAS, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, “Until all are free, none are free,” that highlights the manner of the end of slavery in the United States.

NOW, THEREFORE, I, Joe Garrison, Mayor of the Town of Dundee, Florida, together with the members of the Dundee Town Commission, hereby declare June 19th, 2026, as

JUNETEENTH

in the Town of Dundee and urge our citizens to participate in events that celebrate freedom for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Town of Dundee, Florida this 2nd day of June in the Year of Our Lord Two Thousand and Twenty-Six.

Joe Garrison, Mayor

Attest: _____
Erica Anderson, Town Clerk



Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-05 706 CITRUS AVENUE FUTURE LAND USE MAP AMENDMENT 2 nd READING/ADOPTION...Continued		
STAFF RECOMMENDATION: (MOTION READY)	I move approval of Ordinance 26-05 , a request by the Town of Dundee to amend the Future Land Use Map for property located in the Town of Dundee from Commercial Industrial Corridor to Medium Density Residential (MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.		
SUMMARY and/or JUSTIFICATION:	<p>This item is continued from the May 5, 2026, Town Commission Meeting.</p> <p>The Applicant, The Town of Dundee is requesting an amendment/correction to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Commercial/Industrial Corridor with the proposed FLU being Medium Density Residential (MDR) as it would be consistent with the Town of Dundee's Comprehensive Plan, Land development Code and compatible with the surrounding land uses. The proposed site is located on 1.57 +/- acres of land, east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	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>	Staff Report Ordinance 26-05 Exhibit A-Legal Description, Existing Future Land Use Map, Proposed Future Land Use Map, and BIE		
SELECT, if applicable	RESOLUTION: N/A		ORDINANCE: 26-05 X

ORDINANCE NO. 26-05

Item 2.

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE

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

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

FISCAL IMPACT *(if any):*

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

ORDINANCE NO. 26-05

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

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

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

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

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

WHEREAS, on April 16, 2026, pursuant to Section 163.3184 and Sections

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

WHEREAS, on April 16, 2026, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

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

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

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

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

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

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

referenced factual recitals as the legislative findings supporting the adoption of this Ordinance.

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

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

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

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

Comprehensive Plan shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED, on First Reading and public hearing this 21st day of April, 2026.

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

TOWN OF DUNDEE

MAYOR – Joe Garrison

Attest:

TOWN CLERK – Erica Anderson

Approved as to Form:

TOWN ATTORNEY – Markeishia Smith

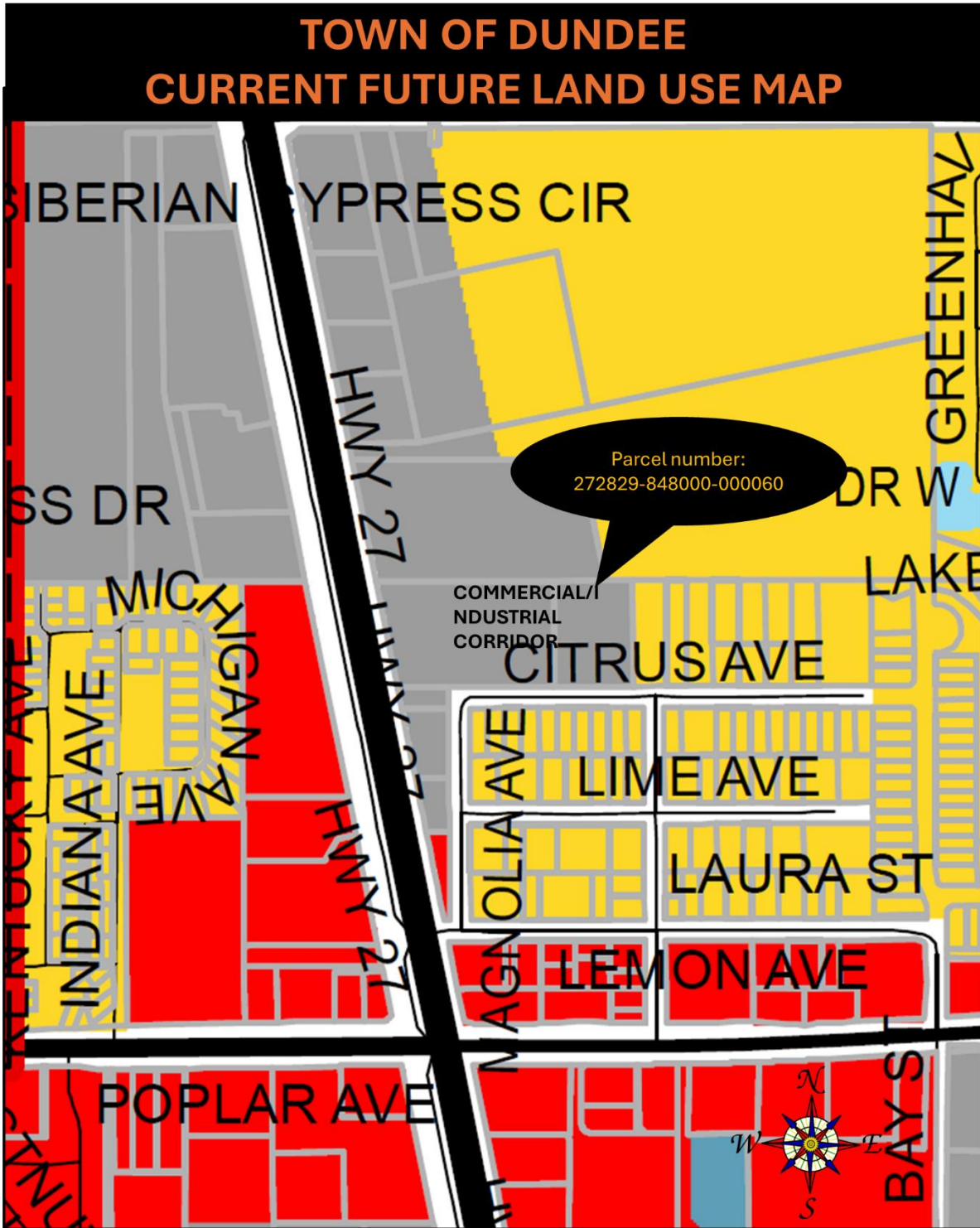
Composite Exhibit "A"
Ordinance No. 26-05
Legal Description
Page 1 of 3

**GARRISON PROPERTY
LEGAL DESCRIPTION
706 CITRUS AVENUE**

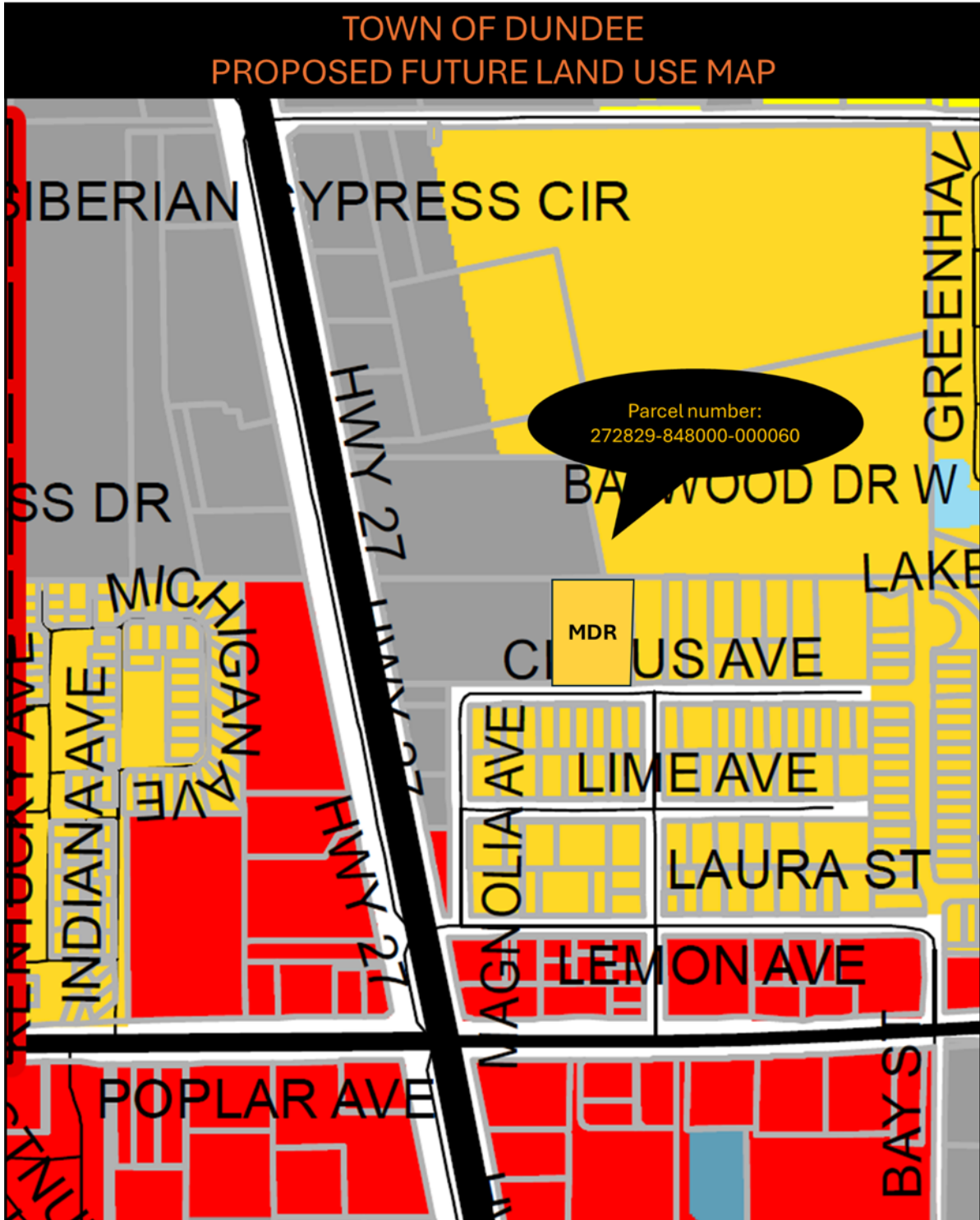
PER OR BK 12649, PAGE 1413

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

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



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



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

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

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

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

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

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

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

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

Town of Dundee, Florida
Ordinance No. 26-05
706 Citrus Future Land Use Map Amendment

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

This BIE may be revised following its initial posting.

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

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

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP FOR PROPERTY LOCATED IN THE TOWN OF DUNDEE, FLORIDA, FROM COMMERCIAL/INDUSTRIAL CORRIDOR FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/- ACRES TO MEDIUM DENSITY RESIDENTIAL (MDR) FUTURE LAND USE DESIGNATION ON APPROXIMATELY 1.57 +/-

ACRES; FUTHER DESCRIBED AS PARCEL 272829-848000-000060; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The purpose is to:

Take the current future land use map from Commercial/Industrial Corridor to Moderate Density Residential (MDR) to keep in line with the Town of Dundee Comprehensive Plan and Land Development Code.

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

This ordinance pertains to an town initiated future land use map amendment and does not impose any operational or financial requirements on other private businesses.

Estimated Impact:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-05*:

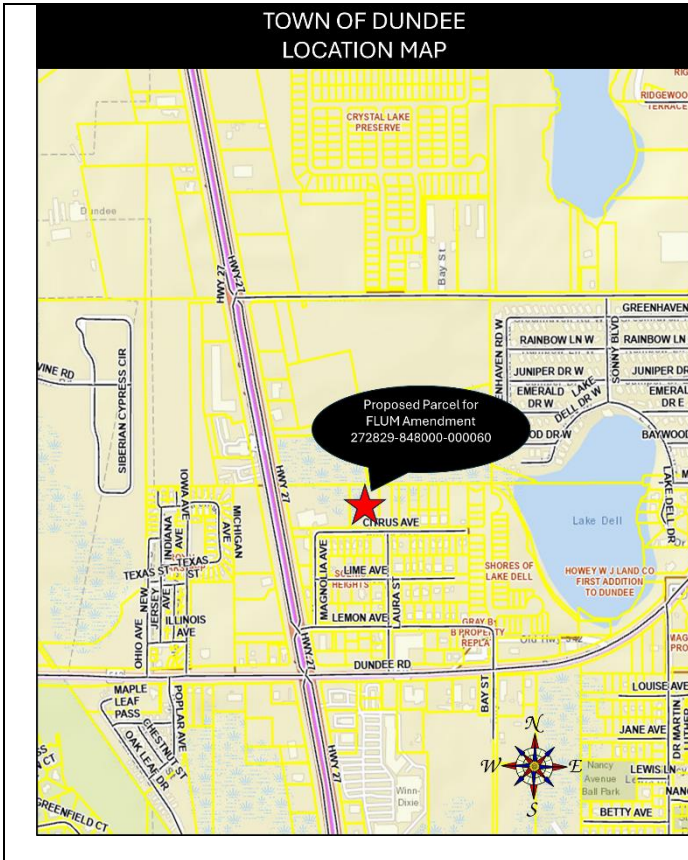
Estimated number of impacted businesses: 0

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

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

None currently.

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



To: Planning and Zoning Board
Agenda Date: May 5, 2026
Department: Planning and Zoning
Discussion Topic: Future Land Use Map Amendment change from Commercial/Industrial Corridor to Medium Density Residential (2 nd reading/adoption)
Applicant: Town of Dundee
Property Owner: Garrison Joseph L Revocable Trust Agreement
Planning & Zoning Board Recommendation: 3-0, Recommend Approval
Town Commission Transmittal Hearing: 5-0, Approval
Town Commission Adoption Hearing: Pending Hearing
DEO Comments: Pending
Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

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

BACKGROUND

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

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

PROPOSED FUTURE LAND USE MAP AMENDMENT

Policy 2.4: Medium Density Residential

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

**Table 1:
Density/Intensity Information**

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

ANALYSIS

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

2.02.02.05. RTF Two-Family Residential.

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

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

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

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

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

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

Surrounding Uses

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

Table 1: Surrounding Uses

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

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

Potable Water and Sanitary Sewer

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

Solid Waste

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

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Roads

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

Recreation

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

Environmental Impacts

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

School Impacts

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

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Table 2: Consistency with the Comprehensive Plan

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

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

DEVELOPMENT REVIEW COMMITTEE

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

DRC Team:

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

MOTION OPTIONS:

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

**Town of Dundee
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(MDR) on approximately 1.57 +/- acres. The subject property is located east of Highway 27, north of Dundee Road, and on the north side of Citrus Avenue, in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcel 27-28-29-848000-000060.

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

Attachments: Legal Descriptions

Location Map

Aerial Map

Existing Future Land Use Map

Proposed Future Land Use Map

Town of Dundee
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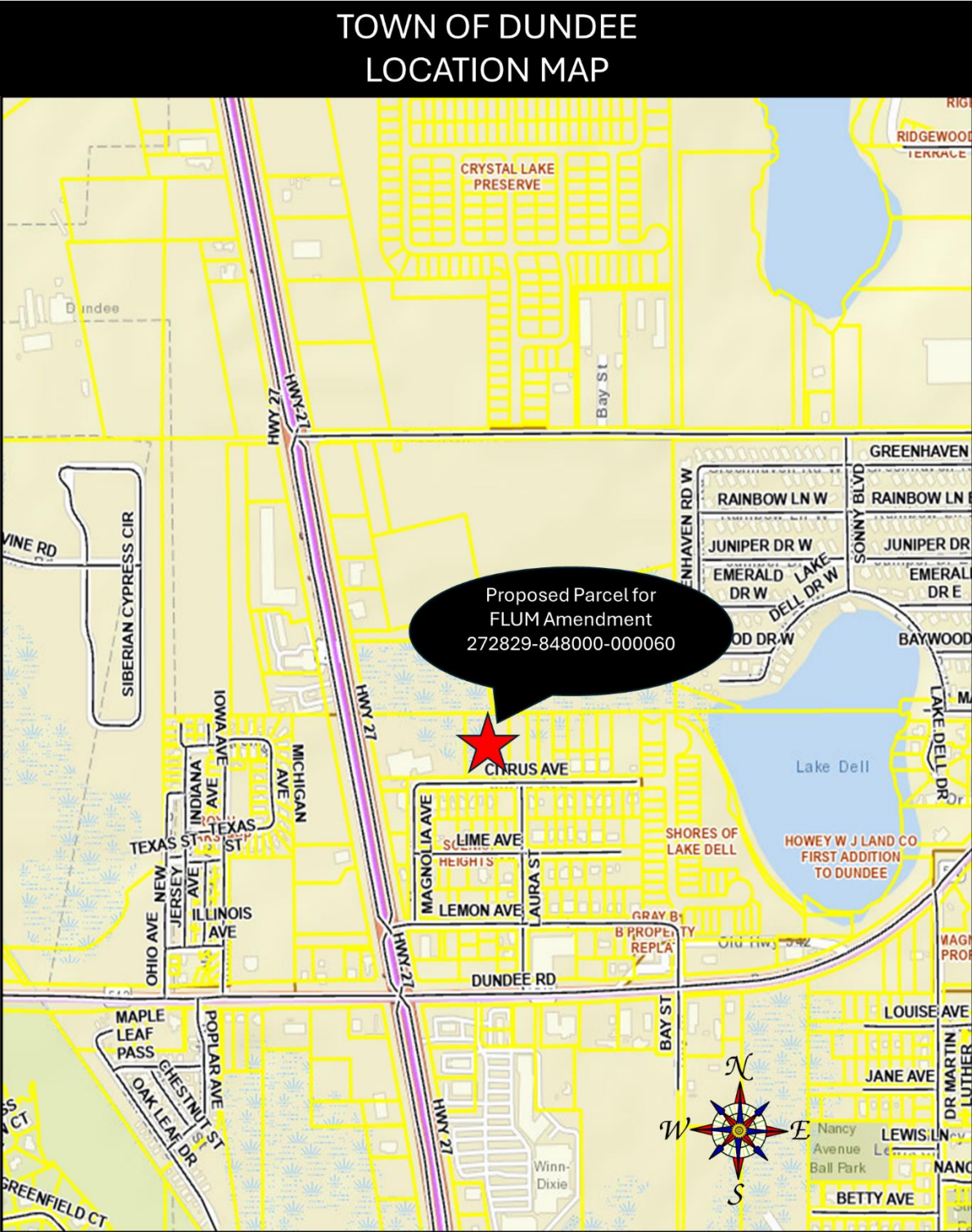
GARRISON PROPERTY
LEGAL DESCRIPTION
706 CITRUS AVENUE

PER OR BK 12649, PAGE 1413

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

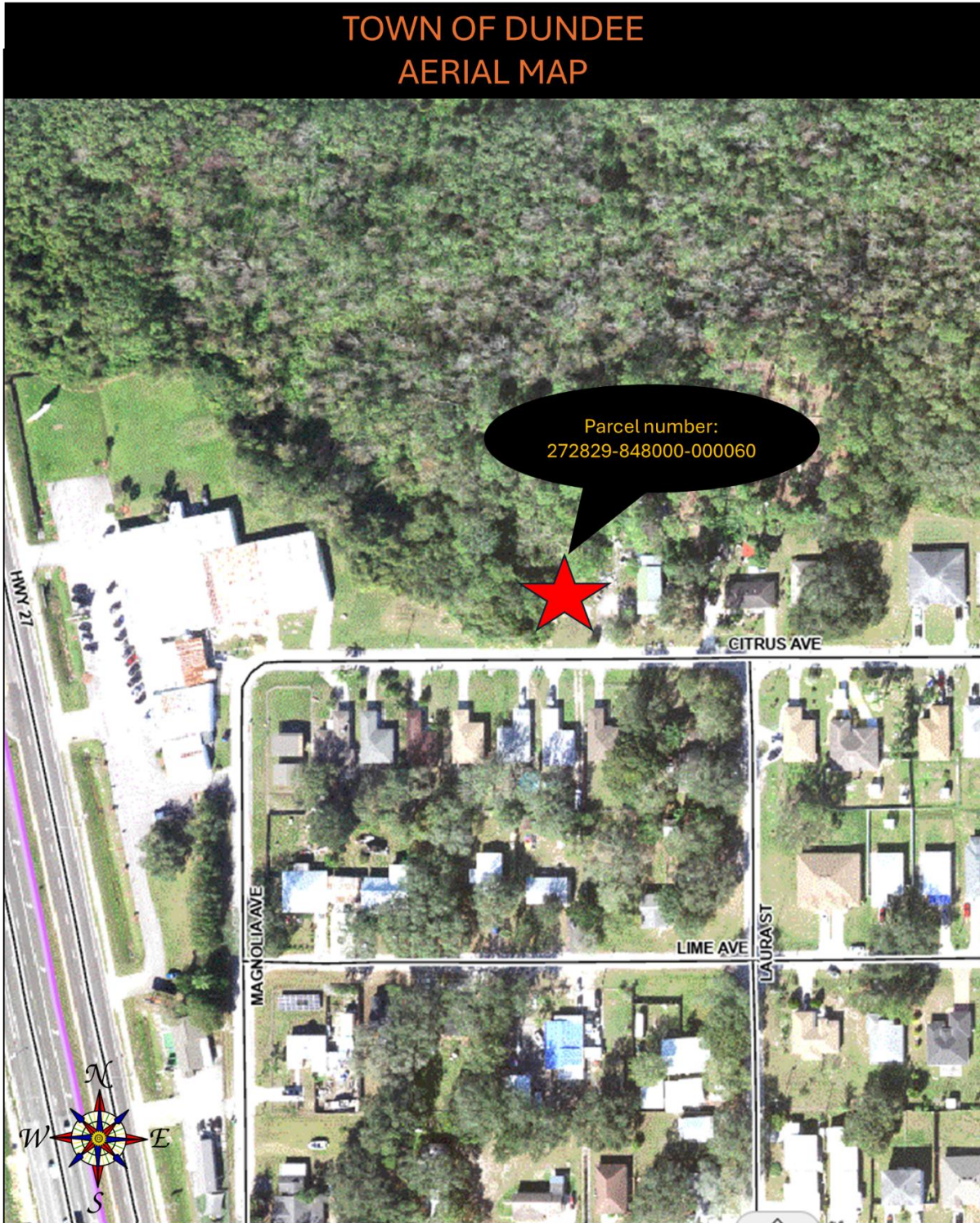
Legal Description

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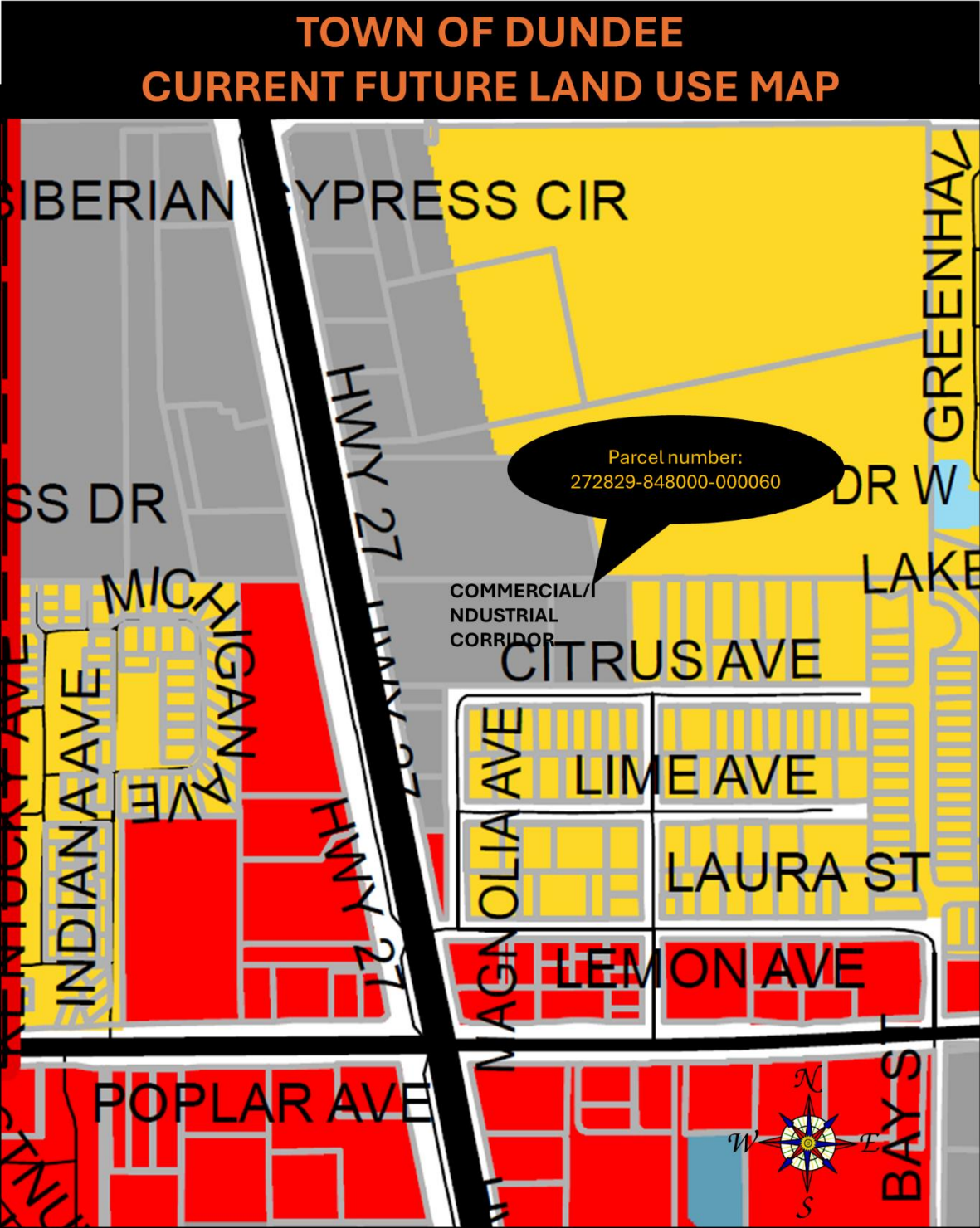
Location Map

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Aerial Map Context

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Existing FLUM Map



Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Ken Cassel, Town Manager		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-10 CODE OF ORDINANCE REVISIONS			
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends that the Town Commission approve the proposed ordinance amending Chapter 2, Article II, Section 2-162 of the Town Code regarding budgetary control and governmental fund accounting procedures.			
SUMMARY and/or JUSTIFICATION:	<p>The proposed ordinance amends Chapter 2, Article II, Section 2-162 of the Town of Dundee Code of Ordinances relating to budgetary control and governmental fund accounting procedures.</p> <p>The purpose of the ordinance is to modernize and clarify the Town's financial management and accounting practices by authorizing the establishment of additional governmental accounting funds as necessary to comply with applicable Governmental Accounting Standards Board (GASB) standards, generally accepted accounting principles (GAAP), state reporting requirements, audit requirements, and accepted municipal accounting practices.</p> <p>The ordinance further clarifies the Town Manager's administrative authority regarding line-item transfers within approved funds, the establishment of accounting fund classifications for proper financial reporting purposes, and procedures related to interfund transfers requiring Town Commission approval through the budget amendment process.</p> <p>Adoption of the ordinance will assist the Town in maintaining compliance with current governmental accounting standards, improving financial transparency, enhancing fiscal accountability, and supporting proper financial reporting and audit practices.</p>			
SELECT, if applicable	AGREEMENT	<input type="checkbox"/>	BUDGET:	<input type="checkbox"/>
	STAFF REPORT:	<input type="checkbox"/>	PROCLAMATION:	<input type="checkbox"/>
	EXHIBIT(S):	<input type="checkbox"/>	OTHER:	<input checked="" type="checkbox"/>
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Ordinance 26-10			
SELECT, if applicable	RESOLUTION:	<input type="checkbox"/>	ORDINANCE: 26-10	<input checked="" type="checkbox"/>

IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-162 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA, REGARDING BUDGETARY CONTROL AND FUND ACCOUNTING; PROVIDING FOR THE ESTABLISHMENT OF ADDITIONAL FUNDS AS NECESSARY TO COMPLY WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) REQUIREMENTS AND GENERALLY ACCEPTED ACCOUNTING PRINCIPLES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR ADMINISTRATIVE AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RECORDATION, CODIFICATION, AND THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Item 3.

FISCAL IMPACT *(if any):*

There is no direct fiscal impact as a result of this item

\$0.00

ORDINANCE 26-10

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-162 OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE, FLORIDA, REGARDING BUDGETARY CONTROL AND FUND ACCOUNTING; PROVIDING FOR THE ESTABLISHMENT OF ADDITIONAL FUNDS AS NECESSARY TO COMPLY WITH GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) REQUIREMENTS AND GENERALLY ACCEPTED ACCOUNTING PRINCIPLES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR ADMINISTRATIVE AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR RECORDATION, CODIFICATION, AND THE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 166, Florida Statutes, the Town possesses all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and provide municipal services; and

WHEREAS, the Town Commission of the Town of Dundee has determined that amendments to the Code of Ordinances are necessary and in the best interest of the public health, safety, and welfare; and

Town of Dundee
Ordinance 26-10
Code of Ordinance Changes

WHEREAS, the Town Commission finds that the adoption of this Ordinance promotes the health, safety, welfare, and best interests of the citizens and residents of the Town of Dundee; and

WHEREAS, the Town Commission has conducted all required public hearings and provided all notices required by law.

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

Section 1. Incorporation of Recitals.

The foregoing recitals are hereby incorporated herein as legislative findings of the Town Commission and are adopted as true and correct.

Section 2. Purpose and Intent.

The purpose and intent of this Ordinance is to amend Section 2-162 of the Code of Ordinances of the Town of Dundee to authorize the establishment of additional governmental accounting funds as necessary to comply with applicable Governmental Accounting Standards Board (GASB) standards, generally accepted accounting principles (GAAP), and accepted municipal financial management practices.

Section 3. Amendment to the Code of Ordinances.

Chapter 2, Article II, Section 2-162, of the Code of Ordinances of the Town of Dundee, Florida, is hereby amended to read as follows:

Sec. 2-162. Establishing budgetary control.

(a) The town manager shall have the authority to shift funds from one line item to a different line item within a fund. The town manager shall establish such funds as necessary to comply with current Governmental Accounting Standards Board (GASB) requirements. Funds shall be properly identified in accordance with proper accounting standards i.e. "General Fund", "Enterprise Fund", "Special Revenue fund" "Debt Service Fund". ~~have two established funds; the "general fund" and the "utility fund".~~ Any transfers between the general fund and ~~the utility fund~~ any other fund shall be approved by the town commission by a budget amendment.

~~(b) The town commission shall be notified by the town manager when any interfund transfer in excess of \$2,500.00 is made.~~

(Ord. No. 98-06, § VI, 7-14-98; Ord. No. 12-12, § 1, 2-14-12)

(Deleted text shown in strikethrough and added text shown in underline.)

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict

Section 6. Recordation, Codification, and Scrivener’s Errors.

The Town Clerk is hereby authorized to record this Ordinance in the public records of Polk County, Florida, and to take all administrative actions necessary to codify the provisions of this Ordinance into the Code of Ordinances of the Town of Dundee, Florida. The Town Clerk, Town Attorney, and/or their designees are further authorized to correct typographical errors, scrivener’s errors, formatting issues, section numbering, cross-references, and other non-substantive errors or omissions that do not affect the intent, substance, or legal effect of this Ordinance, without the need for further public hearing or action by the Town Commission.

Section 7. Effective Date.

This Ordinance shall become effective immediately upon passage on second reading, unless otherwise provided herein.

INTRODUCED ON FIRST READING this _____ day of _____, **2026**, by the Town Commission of the Town of Dundee, Florida, in Regular Session.

PASSED AND ADOPTED ON SECOND READING this _____ day of _____, **2026**.

TOWN OF DUNDEE, FLORIDA

Joe Garrison, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney



Meeting Agenda Coversheet

MEETING DATE:	June 02, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-06, AN APPLICANT-INITIATED FUTURE LAND USE MAP AMENDMENT FOR ESTES GROVE SUBDIVISION.		
STAFF RECOMMENDATION: (MOTION READY)	I move the Planning and Zoning Board recommend approval of Ordinance 26-06 to Town Commission, a request by Heather Wertz of Absolute Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Multi-Use Village Center (MU-VC) to Low Density Residential (LDR) on portions of 638.76 +/- acres. The subject property is located on the east and west sides of Lake Mabel Loop Road, and on the north and south sides of Canal Road, in Sections 36,01, and 02 Townships 28 and 29, Range 27, further described as parcels: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, and 272902-000000-011040.		
SUMMARY and/or JUSTIFICATION:	<p>The Applicant, Heather Wertz of Absolute Engineering, Inc., is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Multi-Use Village Center (MU-VC) with the proposed FLU being Low Density Residential (LDR) it would be consistent with the Town of Dundee's Comprehensive Plan, Land Development Code and compatible with the surrounding land uses.</p> <p>The proposed site is located in the southeast quadrant of the Town of Dundee, on the east and west sides of Lake Mabel Loop Road and the north and south sides of Canal Road, in Sections 36,01, and 02, Townships 28 and 29, Range 27, further described as portions of parcels: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, 272902-000000-011040, and all of parcel 272901-000000-012000.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	PROCLAMATION:
	EXHIBIT(S):	X	OTHER:

<p>IDENTIFY EACH ATTACHMENT. For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</p>	<p>Staff Report Ordinance 26-06 BIE</p>			<p>Item 4.</p>
<p>SELECT, if applicable</p>	<p>RESOLUTION: N/A</p>	<p>ORDINANCE: 26-06</p>		
<p>IDENTIFY FULL RESOLUTION OR ORDINANCE TITLE (If Item is <u>not</u> a Resolution or Ordinance, please erase all default text from this field's textbox and leave blank.)</p>	<p style="text-align: center;">ORDINANCE NO. 26-06</p> <p>AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF DUNDEE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF PORTIONS OF PARCELS: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, AND 272902-000000-011040 FROM MULTI-USE VILLAGE CENTER (MU-VC) TO LOW DENSITY RESIDENTIAL (LDR); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.</p>			
<p>FISCAL IMPACT (if any):</p>	<p>This Ordinance will not produce any fiscal impacts to the Town.</p>		<p>\$0.00</p>	

ORDINANCE NO. 26-06

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF DUNDEE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF PORTIONS OF PARCELS: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, AND 272902-000000-011040 FROM MULTI-USE VILLAGE CENTER (MU-VC) TO LOW DENSITY RESIDENTIAL (LDR); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the applicant request to amend the Future Land Use designation from Multi-Use Village Center (MU-VC) to Low Density Residential (LDR) on portions of land legally described in **Composite Exhibit "A"** is consistent with the Future Land Use Element of the 2030 Comprehensive Plan of the Town of Dundee (the "Comprehensive Plan") and provides consistency between the existing land use and the surrounding area; and

WHEREAS, on May 21, 2026, pursuant to Section 163.3184 and Sections 166.041(3)(c)2, Florida Statutes, the Planning and Zoning Board, serving as the Local Planning Agency designated by the Town, and the Town Commission held duly noticed public meetings and hearings on the Town-initiated amendment to the Town of Dundee 2030 Comprehensive Plan Future Land Use Map, which is legally described in **Composite Exhibit "A"** and attached hereto and made a part hereof by reference; and

WHEREAS, on May 21, 2026, in accordance with the procedures required by

Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this Ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Town Commission held duly noticed public meetings and hearings on **Ordinance 26-06**, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

WHEREAS, in exercise of its authority the Town Commission has determined it necessary to adopt this **Amendment 26-06** to the Comprehensive Plan, which map is marked as **Composite Exhibit "C"** and is attached and made a part hereof, to ensure that the Comprehensive Plan is in full compliance with the Laws of the State of Florida; to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources consistent with the public interest; and deal effectively with future problems that may result from the use and development of land within the corporate limits of the Town of Dundee, Florida; and

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

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 26-06 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 26-06 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

Section 2. Future Land Use Map. The Town of Dundee 2030 Comprehensive Plan Future Land Use Map is hereby amended to specifically reflect the assignment of

the Future Land Use designation of Low Density Residential (LDR) on portions of land as legally described and depicted in **Composite Exhibit "A"** which is attached hereto and made a part of this Ordinance by reference.

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

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

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

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED, on First Reading and public hearing this ___day of
, 2026.

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

TOWN OF DUNDEE

MAYOR – Sam Pennant

Attest:

TOWN CLERK – Erica Anderson

Approved as to Form:

TOWN ATTORNEY – Markeishia Smith

Composite Exhibit "A"
Ordinance No. 26-06
Legal Descriptions
Page 1 of 3

Parcel A: As Written by SurvTech Solutions

A parcel of land being the South 1/2 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, of Section 1, Township 29 South, Range 27 East, Polk County, Florida, said parcel of land also being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

BEGIN at a point marking the Southwest corner of the Northwest 1/4 of Section 1, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida, S 89°24'05" W a distance of 25.04 feet to a point coincident with the East Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida; thence departing said South boundary, coincident with said East Maintained Right-of-way boundary for the following fourteen (14) courses: 1.) N 00°36'58" W a distance of 44.93 feet; 2.) thence N 00°03'17" E a distance of 100.00 feet; 3.) thence N 00°10'09" E a distance of 100.00 feet; 4.) thence N 00°17'02" E a distance of 100.00 feet; 5.) thence N 00°37'39" E a distance of 100.00 feet; 6.) thence N 00°34'13" E a distance of 100.00 feet; 7.) thence N 00°41'06" E a distance of 100.00 feet; 8.) thence N 00°41'06" E a distance of 100.00 feet; 9.) thence N 00°41'06" E a distance of 100.00 feet; 10.) thence N 00°20'28" E a distance of 100.00 feet; 11.) thence N 00°20'28" E a distance of 100.00 feet; 12.) thence N 00°10'09" E a distance of 100.00 feet; 13.) thence N 00°30'47" E a distance of 100.00 feet; 14.) thence N 00°19'48" E a distance of 82.35 feet to a point coincident with the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 2; thence departing said East Maintained Right-of-way boundary, coincident with said North boundary, N 89°22'14" E a distance of 4.18 feet to a point marking the Northwest corner of the South 1/2 of the Northwest 1/4 of said Section 1; thence departing said North boundary, coincident with the North boundary of the South 1/2 of the Northwest 1/4 of said Section 1, N 89°29'30" E a distance of 2632.67 feet to a point marking the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said North boundary, coincident with the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 1, N 89°29'30" E a distance of 1313.78 feet to a point marking the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said North boundary, coincident with the East boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 1, S 00°24'10" E a distance of 1320.87 feet to a point marking the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said East boundary, coincident with the South boundary of the Northeast 1/4 of said Section 1, S 89°24'05" W a distance of 1306.51 feet to a point marking the Southeast corner of the Northwest 1/4 of said Section 1; thence departing said South boundary, coincident with the South boundary of the Northwest 1/4 of said Section 1, S 89°24'05" W a distance of 2637.36 feet to the POINT OF BEGINNING.

Containing an area of 5243507.78 square feet, 120.374 acres, more or less.

Composite Exhibit "A"
Ordinance No. 26-06
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Page 2 of 3

Parcel C: As Written by SurvTech Solutions

A parcel of land being a portion of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 2, S 89°22'14" W a distance of 49.08 feet to a point coincident with the West Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence continue coincident with said South boundary, S 89°22'14" W a distance of 610.16 feet to a point marking the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2; thence departing said South boundary, coincident with the West boundary of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 2, N 00°31'31" W a distance of 1000.97 feet to a point marking the Northwest corner of the South 331 feet of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2; thence departing said West boundary, coincident with the North boundary of the South 331 feet of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2, N 89°17'00" E a distance of 628.42 feet to a point coincident with the aforesaid West Maintained Right-of-way boundary of Lake Mabel Loop Road; thence departing said North boundary, coincident with said West Maintained Right-of-way boundary for the following eleven (11) course: 1.) S 00°20'50" W a distance of 83.69 feet; 2.) thence S 00°08'57" W a distance of 100.00 feet; 3.) thence S 01°03'57" W a distance of 100.01 feet; 4.) thence S 01°28'01" W a distance of 100.01 feet; 5.) thence S 00°19'16" W a distance of 100.00 feet; 6.) thence S 00°22'42" W a distance of 100.00 feet; 7.) thence S 00°22'42" W a distance of 100.00 feet; 8.) thence S 00°22'42" W a distance of 100.00 feet; 9.) thence S 00°22'42" W a distance of 100.00 feet; 10.) thence S 00°19'16" W a distance of 100.00 feet; 11.) thence S 00°21'56" W a distance of 18.44 feet to the POINT OF BEGINNING.

Containing an area of 619675.01 square feet, 14.226 acres, more or less.

TOGETHER WITH

BEGIN at a point marking the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 2, S 89°22'14" W a distance of 4.17 feet to a point coincident with the East Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said South boundary, coincident with said East Maintained Right-of-way boundary for the following five (5) courses: 1.) N 00°19'48" E a distance of 1.24 feet; 2.) thence N 00°22'42" E a distance of 16.41 feet; 3.) thence N 00°12'23" E a distance of 100.00 feet; 4.) thence N 00°22'42" E a distance of 100.00 feet; 5.) thence N 00°15'50" E a distance of 79.60 feet to a point coincident with the East boundary of the Northeast 1/4 of said Section 2; thence departing said East Maintained Right-of-way boundary, coincident with said East boundary, S 00°30'54" E a distance of 297.21 feet to the POINT OF BEGINNING.

Containing an area of 627.54 square feet, 0.014 acres, more or less.

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Legal Descriptions
Page 3 of 3

Parcel 27-29-01-000000-013000: As Written by SurvTech Solutions
A parcel of land being the Northwest 1/4 of the Northeast 1/4, and a portion of the North 1/2 of the Northwest 1/4, of Section 1, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Northwest corner of the Northwest 1/4 of Section 1, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the West boundary of the Northwest 1/4 of said Section 1, S 00°30'54" E a distance of 1029.88 feet to a point coincident with the East Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said West boundary, coincident with said East Maintained Right-of-way boundary for the following eleven (11) courses: 1.) N 00°15'50" E a distance of 20.40 feet; 2.) thence N 00°33'01" E a distance of 100.00 feet; 3.) thence N 00°15'50" E a distance of 100.00 feet; 4.) thence N 00°26'09" E a distance of 100.00 feet; 5.) thence N 00°19'16" E a distance of 100.00 feet; 6.) thence N 00°26'09" E a distance of 100.00 feet; 7.) thence N 00°15'50" E a distance of 100.00 feet; 8.) thence N 00°29'35" E a distance of 100.00 feet; 9.) thence N 00°19'16" E a distance of 100.00 feet; 10.) thence N 00°53'39" E a distance of 100.00 feet; 11.) thence N 01°30'16" E a distance of 81.91 feet to a point coincident with the South Maintained Right-of-way boundary of Canal Road per Map Book 2, Page 4, of the Public Records of Polk County, Florida; thence departing said East Maintained Right-of-way boundary, coincident with said South Maintained Right-of-way boundary for the following fifty-two (52) courses: 1.) N 41°52'56" E a distance of 1.31 feet; 2.) thence N 44°56'11" E a distance of 5.00 feet; 3.) thence N 49°42'38" E a distance of 4.89 feet; 4.) thence N 54°41'55" E a distance of 5.11 feet; 5.) thence N 59°26'17" E a distance of 5.00 feet; 6.) thence N 64°22'02" E a distance of 5.00 feet; 7.) thence N 69°15'50" E a distance of 5.00 feet; 8.) thence N 74°04'10" E a distance of 5.00 feet; 9.) thence N 78°52'30" E a distance of 5.00 feet; 10.) thence N 83°40'50" E a distance of 5.00 feet; 11.) thence N 07°46'57" E a distance of 1.05 feet; 12.) thence S 89°21'58" E a distance of 31.97 feet; 13.) thence S 80°13'51" E a distance of 9.14 feet; 14.) thence N 89°48'11" E a distance of 100.00 feet; 15.) thence N 89°55'03" E a distance of 100.00 feet; 16.) thence N 89°31'00" E a distance of 100.00 feet; 17.) thence N 89°34'26" E a distance of 100.00 feet; 18.) thence N 89°27'33" E a distance of 100.00 feet; 19.) thence N 89°41'18" E a distance of 100.00 feet; 20.) thence N 89°51'37" E a distance of 100.00 feet; 21.) thence N 89°44'45" E a distance of 100.00 feet; 22.) thence N 89°41'18" E a distance of 100.00 feet; 23.) thence N 89°31'00" E a distance of 100.00 feet; 24.) thence N 89°24'07" E a distance of 100.00 feet; 25.) thence N 89°27'33" E a distance of 100.00 feet; 26.) thence N 89°34'26" E a distance of 100.00 feet; 27.) thence N 89°31'00" E a distance of 100.00 feet; 28.) thence N 89°37'52" E a distance of 100.00 feet; 29.) thence N 89°51'37" E a distance of 100.00 feet; 30.) thence N 89°20'41" E a distance of 100.00 feet; 31.) thence N 89°20'41" E a distance of 100.00 feet; 32.) thence N 89°51'37" E a distance of 100.00 feet; 33.) thence N 89°44'45" E a distance of 100.00 feet; 34.) thence N 89°41'18" E a distance of 100.00 feet; 35.) thence N 89°41'18" E a distance of 100.00 feet; 36.) thence N 89°51'37" E a distance of 100.00 feet; 37.) thence N 89°31'00" E a distance of 100.00 feet; 38.) thence N 89°34'26" E a distance of 100.00 feet; 39.) thence S 89°54'38" E a distance of 100.00 feet; 40.) thence N 89°51'37" E a distance of 100.00 feet; 41.) thence N 89°34'26" E a distance of 100.00 feet; 42.) thence N 89°44'45" E a distance of 100.00 feet; 43.) thence N 89°17'15" E a distance of 100.00 feet; 44.) thence N 89°41'18" E a distance of 100.00 feet; 45.) thence N 89°37'52" E a distance of 100.00 feet; 46.) thence N 89°37'52" E a distance of 100.00 feet; 47.) thence N 89°31'00" E a distance of 100.00 feet; 48.) thence N 89°41'18" E a distance of 100.00 feet; 49.) thence N 89°34'26" E a distance of 100.00 feet; 50.) thence N 89°34'26" E a distance of 100.00 feet; 51.) thence S 89°51'12" E a distance of 100.00 feet; 52.) thence S 87°54'46" E a distance of 56.40

feet to a point coincident with the East boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said South Maintained Right-of-way boundary, coincident with said East boundary, S 00°04'59" E a distance of 1304.50 feet to a point marking the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said East boundary, coincident with the South boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 1, S 89°29'30" W a distance of 1313.78 feet to a point marking the Southeast corner of the North 1/2 of the Northwest 1/4 of said Section 1; thence departing said South boundary, coincident with the South boundary of the North 1/2 of the Northwest 1/4 of said Section 1, S 89°29'30" W a distance of 2632.67 feet to a point marking the Southwest corner of the North 1/2 of the Northwest 1/4 of said Section 1; thence departing said South boundary, coincident with the West boundary of the Northwest 1/4 of said Section 1, N 00°30'54" W a distance of 297.22 feet to the POINT OF BEGINNING.

Containing an area of 5178484.47 square feet, 118.882 acres, more or less.

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

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

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

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

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

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

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

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

Town of Dundee, Florida
Ordinance No. 26-06
Estes Grove Future Land Use Map Amendment

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 26-06* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

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

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

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

ORDINANCE NO. 26-06

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF DUNDEE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF PORTIONS OF PARCELS: 272836-000000-040000, 272901-

000000-013000, 272902-000000-011010, AND 272902-000000-011040 FROM MULTI-USE VILLAGE CENTER (MU-VC) TO LOW DENSITY RESIDENTIAL (LDR); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The purpose is to:

To amend the Future Land Use from Multi-Use Village Center to Low Density Residential for land located in the Town of Dundee, Florida.

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

This ordinance pertains to a applicant-initiated Future Land Use Map amendment and does not impose any operational or financial requirements on other private businesses.

Estimated Impact:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed *Town of Dundee Ordinance No. 26-06*:

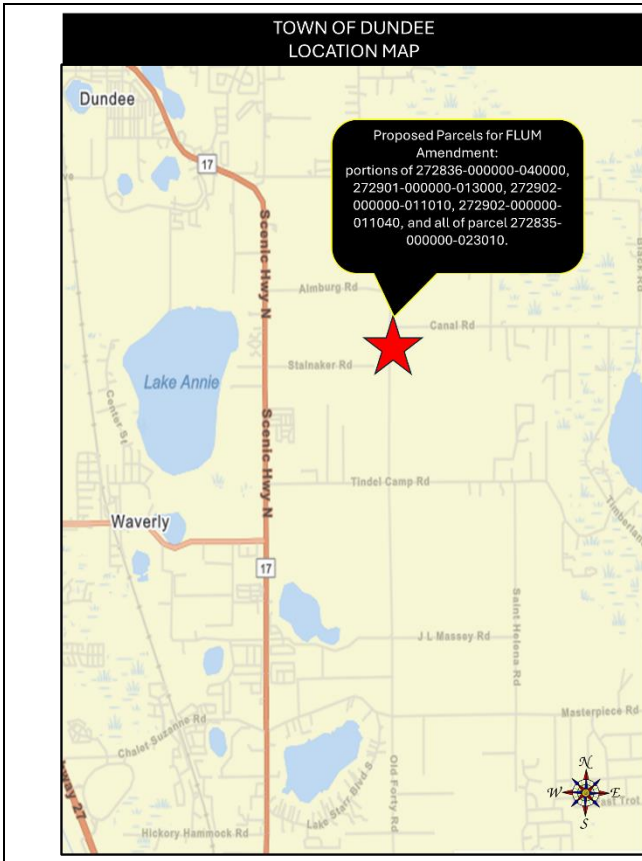
Estimated number of impacted businesses: 0

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

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

None currently.

Town of Dundee Town Commission Staff Report Estes Grove Future Land Use Map Amendment



To: Planning and Zoning Board
Agenda Date: June 02, 2026
Department: Planning and Zoning
Discussion Topic: Future Land Use Map Amendment change from Multi-Use Village Center to Low Density Residential-Ordinance 26-06
Applicant: Town of Dundee
Property Owner: McGrady Road Investment LLC
Planning & Zoning Board Recommendation: Pending Hearing
Town Commission Transmittal Hearing: Pending Hearing
Town Commission Adoption Hearing: Pending Hearing
DEO Comments: Pending
Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

The proposed site is located in the southeast quadrant of the Town of Dundee, on the east and west sides of Lake Mabel Loop Road and the north and south sides of Canal Road, in Sections 36, 01, and 02, Townships 28 and 29, Range 27, further described as portions of parcels: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, 272902-000000-011040, and all of parcel 272901-000000-012000.

BACKGROUND

The Applicant, Heather Wertz of Absolute Engineering, Inc., is requesting an amendment to the Future Land Use Map for property located in the Town of Dundee. The current FLU is Multi-Use Village Center (MU-VC) with the proposed FLU being Low Density Residential (LDR) it would be consistent with the Town of Dundee’s Comprehensive Plan, Land Development Code and compatible with the surrounding land uses.

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment

ANALYSIS

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

Current Future Land Use

Policy 2.9: Multi Use Village Center

The primary function of the Multi Use Village Center (MUVC) classification is to promote a balanced mix of activities including residential, shops, schools, workplaces, parks and other urban uses that make up the fabric of a growing Town. It allows residential use with densities ranging from **5 dwelling units per acre up to 12 dwelling units per acre**. It also allows for nonresidential uses with intensities ranging up to 1.0 FAR. The development opportunities afforded by the mixed-use classification's wide range of densities and intensities require the statement of an integrated development strategy with standards that promote diversity, and the approval of an overall development design. To provide an orderly framework for public and

private development decisions, development activity within the Mixed-Use Village Center classification shall support and further the design characteristics specified in the following:

Proposed Future Land Use

Policy 2.3: Low Density Residential

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

Town of Dundee
 Town Commission Staff Report
 Estes Grove
 Future Land Use Map Amendment

Surrounding Uses

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

Table 1: Surrounding Uses

Northwest Dundee Residential FLU-LDR Zoning-	North Polk County Residential/Ag. Land A/RR	Northeast Polk County Residential/ Ag. Land A/RR
West Dundee Residential/Ag. Land FLU-LDR, MUVC, and Commercial/Industrial Corridor Zoning-RSF-2, RMF, Service Commercial	Subject Site Vacant Agriculture Land Current FLU-Multi-Use Village Center (MUVC) Current Zoning- PUD-MU Proposed FLU-LDR	East Polk County Residential/Ag. Land A/RR
Southwest Dundee and Polk County Residential FLU-LDR, MDR, PC-INST-1, and PC-A/RR Zoning-PUD, RMF, and RSF-2	South Dundee Residential/Ag. Land FLU- LDR Zoning-RSF-2 and PUD	Southeast Polk County Residential/Ag. Land A/RR

Sources: Town of Dundee FLU and Zoning Maps, Polk County Property Appraiser, Polk County Geographical Information System

Potable Water and Sanitary Sewer

At the time of subdivision development plan review applicant must provide potable water and sanitary sewer.

Solid Waste

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

Town of Dundee
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space for the county, including Dundee, to dispose of household garbage for approximately 65 years.

Roads

A current transportation study will be required at the time of subdivision site development plan.

Recreation

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

Environmental Impacts

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

School Impacts

A binding school concurrency determination letter will be required during the subdivision site plan process and are valid for 18 months.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

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

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment
Table 2: Consistency with the Comprehensive Plan

Comprehensive Plan Policy	Analysis
<p>FLU Policy 5.1: Direct higher densities and intensity of use to areas where public facilities and services are available or are projected to be available. Limit the density and intensity of use in areas where public facilities and services are not available.</p>	<p>Public facilities are projected to be available at the time of subdivision development plan approval.</p>
<p>FLU Policy 5.2: Ensure that development orders or permits for future development and redevelopment are issued only if the public facilities and services necessary to meet the adopted level of service standards are available concurrent with the impacts of the development as established within all Elements of the Town of Dundee Comprehensive Plan, including the level of service standards listed within the following Elements:</p> <ol style="list-style-type: none"> 1. Infrastructure Element 2. Transportation Element 3. Capital Improvements Element 4. Public School Facilities Element 	<p>The proposed impacts of the potential Future Land Use map amendment can be facilitated.</p>
<p>FLU Policy 6.1: Locate Future Land Uses at densities and intensities that will reduce greenhouse gas emissions while encouraging energy efficiency and will discourage urban sprawl and leap-frog development that unduly depletes the physical, social, and fiscal resources of the Town.</p>	<p>The property is located in an area of the Town where growth is already occurring.</p>
<p>CIE Policy 2.3: At the time a development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.</p>	<p>Adequate public facilities will be available concurrently with the subdivision site development plan</p>

Town of Dundee
 Town Commission Staff Report
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 Future Land Use Map Amendment

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

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

DRC Team:

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

MOTION OPTIONS:

1. I move **approval of Ordinance 26-06** by the Town Commission, a request by Heather Wertz of Absolute Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Multi-Use Village Center (MU-VC) to Low Density Residential (LDR) on portions of 638.76 +/- acres. The subject property is located on the east and west sides of Lake Mabel Loop Road, and on the north and south sides of Canal Road, in Sections 36,01, and 02 Townships 28 and 29, Range 27, further described as parcels: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, and 272902-000000-011040.

2. I move **approval with changes of Ordinance 26-06** by the Town Commission, a request by Heather Wertz of Absolute Engineering, Inc. to amend the Future

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment

Land Use Map for property located in the Town of Dundee from Multi-Use Village Center (MU-VC) to Low Density Residential (LDR) on portions of 638.76 +/- acres. The subject property is located on the east and west sides of Lake Mabel Loop Road, and on the north and south sides of Canal Road, in Sections 36,01, and 02 Townships 28 and 29, Range 27, further described as parcels: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, and 272902-000000-011040.

3. I move **denial of Ordinance 26-06** by the Town Commission, a request by Heather Wertz of Absolute Engineering, Inc. to amend the Future Land Use Map for property located in the Town of Dundee from Multi-Use Village Center (MU-VC) to Low Density Residential (LDR) on portions of 638.76 +/- acres. The subject property is located on the east and west sides of Lake Mabel Loop Road, and on the north and south sides of Canal Road, in Sections 36,01, and 02 Townships 28 and 29, Range 27, further described as parcels: 272836-000000-040000, 272901-000000-013000, 272902-000000-011010, and 272902-000000-011040.

Attachments: Legal Descriptions

Location Map

Aerial Map

Existing Future Land Use Map

Proposed Future Land Use Map

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Estes Grove
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Parcel A: As Written by SurvTech Solutions

A parcel of land being the South 1/2 of the Northwest 1/4, and the Southwest 1/4 of the Northeast 1/4, of Section 1, Township 29 South, Range 27 East, Polk County, Florida, said parcel of land also being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

BEGIN at a point marking the Southwest corner of the Northwest 1/4 of Section 1, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida, S 89°24'05" W a distance of 25.04 feet to a point coincident with the East Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida; thence departing said South boundary, coincident with said East Maintained Right-of-way boundary for the following fourteen (14) courses: 1.) N 00°36'58" W a distance of 44.93 feet; 2.) thence N 00°03'17" E a distance of 100.00 feet; 3.) thence N 00°10'09" E a distance of 100.00 feet; 4.) thence N 00°17'02" E a distance of 100.00 feet; 5.) thence N 00°37'39" E a distance of 100.00 feet; 6.) thence N 00°34'13" E a distance of 100.00 feet; 7.) thence N 00°41'06" E a distance of 100.00 feet; 8.) thence N 00°41'06" E a distance of 100.00 feet; 9.) thence N 00°41'06" E a distance of 100.00 feet; 10.) thence N 00°20'28" E a distance of 100.00 feet; 11.) thence N 00°20'28" E a distance of 100.00 feet; 12.) thence N 00°10'09" E a distance of 100.00 feet; 13.) thence N 00°30'47" E a distance of 100.00 feet; 14.) thence N 00°19'48" E a distance of 82.35 feet to a point coincident with the North boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 2; thence departing said East Maintained Right-of-way boundary, coincident with said North boundary, N 89°22'14" E a distance of 4.18 feet to a point marking the Northwest corner of the South 1/2 of the Northwest 1/4 of said Section 1; thence departing said North boundary, coincident with the North boundary of the South 1/2 of the Northwest 1/4 of said Section 1, N 89°29'30" E a distance of 2632.67 feet to a point marking the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said North boundary, coincident with the North boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 1, N 89°29'30" E a distance of 1313.78 feet to a point marking the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said North boundary, coincident with the East boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 1, S 00°24'10" E a distance of 1320.87 feet to a point marking the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said East boundary, coincident with the South boundary of the Northeast 1/4 of said Section 1, S 89°24'05" W a distance of 1306.51 feet to a point marking the Southeast corner of the Northwest 1/4 of said Section 1; thence departing said South boundary, coincident with the South boundary of the Northwest 1/4 of said Section 1, S 89°24'05" W a distance of 2637.36 feet to the POINT OF BEGINNING.

Containing an area of 5243507.78 square feet, 120.374 acres, more or less.

Legal Description

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment

Parcel C: As Written by SurvTech Solutions

A parcel of land being a portion of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at a point marking the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 2, S 89°22'14" W a distance of 49.08 feet to a point coincident with the West Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence continue coincident with said South boundary, S 89°22'14" W a distance of 610.16 feet to a point marking the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2; thence departing said South boundary, coincident with the West boundary of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 2, N 00°31'31" W a distance of 1000.97 feet to a point marking the Northwest corner of the South 331 feet of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2; thence departing said West boundary, coincident with the North boundary of the South 331 feet of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 2, N 89°17'00" E a distance of 628.42 feet to a point coincident with the aforesaid West Maintained Right-of-way boundary of Lake Mabel Loop Road; thence departing said North boundary, coincident with said West Maintained Right-of-way boundary for the following eleven (11) course: 1.) S 00°20'50" W a distance of 83.69 feet; 2.) thence S 00°08'57" W a distance of 100.00 feet; 3.) thence S 01°03'57" W a distance of 100.01 feet; 4.) thence S 01°28'01" W a distance of 100.01 feet; 5.) thence S 00°19'16" W a distance of 100.00 feet; 6.) thence S 00°22'42" W a distance of 100.00 feet; 7.) thence S 00°22'42" W a distance of 100.00 feet; 8.) thence S 00°22'42" W a distance of 100.00 feet; 9.) thence S 00°22'42" W a distance of 100.00 feet; 10.) thence S 00°19'16" W a distance of 100.00 feet; 11.) thence S 00°21'56" W a distance of 18.44 feet to the POINT OF BEGINNING.

Containing an area of 619675.01 square feet, 14.226 acres, more or less.

TOGETHER WITH

BEGIN at a point marking the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 2, S 89°22'14" W a distance of 4.17 feet to a point coincident with the East Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said South boundary, coincident with said East Maintained Right-of-way boundary for the following five (5) courses: 1.) N 00°19'48" E a distance of 1.24 feet; 2.) thence N 00°22'42" E a distance of 16.41 feet; 3.) thence N 00°12'23" E a distance of 100.00 feet; 4.) thence N 00°22'42" E a distance of 100.00 feet; 5.) thence N 00°15'50" E a distance of 79.60 feet to a point coincident with the East boundary of the Northeast 1/4 of said Section 2; thence departing said East Maintained Right-of-way boundary, coincident with said East boundary, S 00°30'54" E a distance of 297.21 feet to the POINT OF BEGINNING.

Containing an area of 627.54 square feet, 0.014 acres, more or less.

Legal Description

Town of Dundee Town Commission Staff Report Estes Grove Future Land Use Map Amendment

Parcel 27-29-01-000000-013000: As Written by SurvTech Solutions
A parcel of land being the Northwest 1/4 of the Northeast 1/4, and a portion of the North 1/2 of the Northwest 1/4, of Section 1, Township 29 South, Range 27 East, Polk County, Florida, being more particularly described as follows:

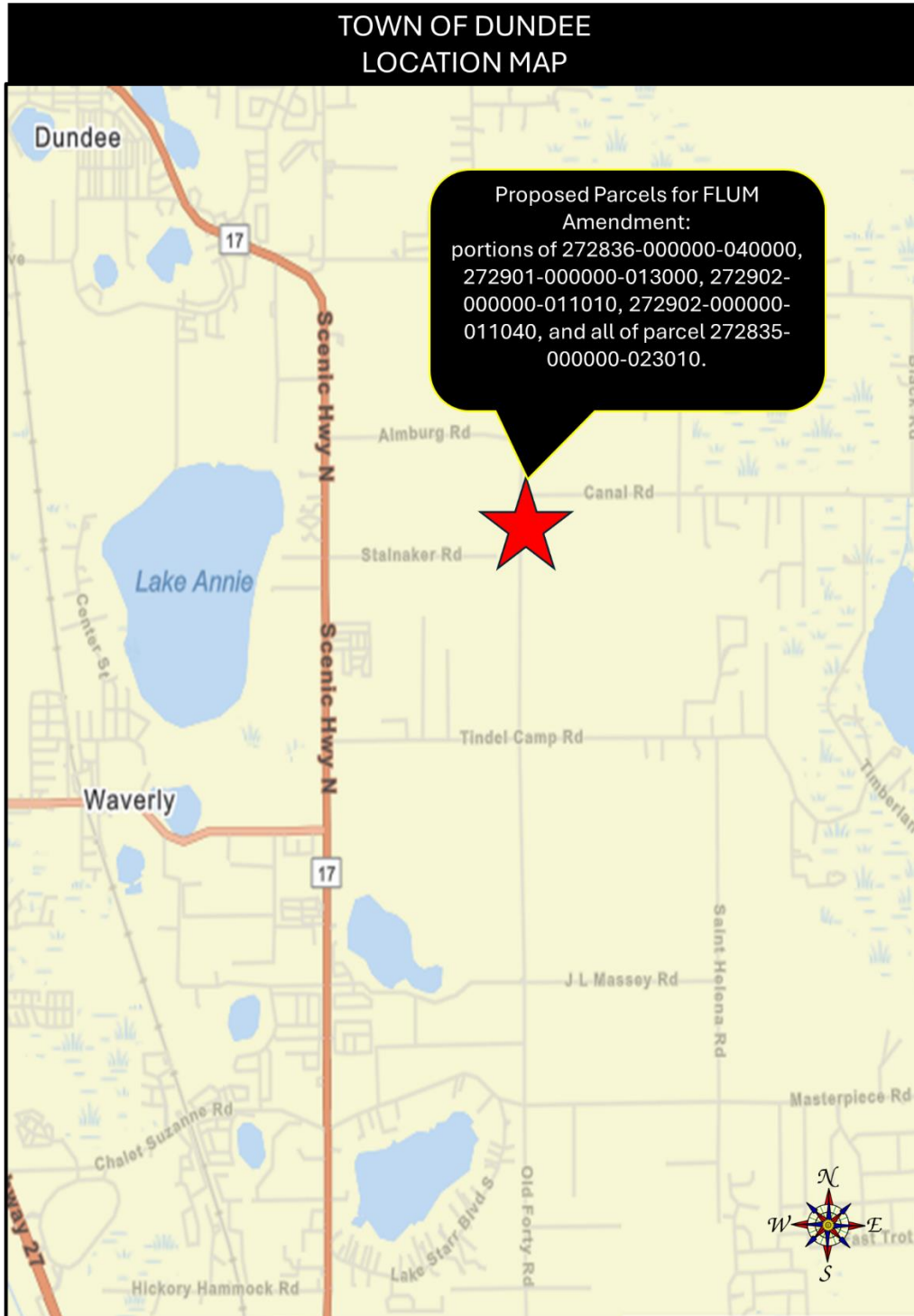
COMMENCE at a point marking the Northwest corner of the Northwest 1/4 of Section 1, Township 29 South, Range 27 East, Polk County, Florida; thence coincident with the West boundary of the Northwest 1/4 of said Section 1, S 00°30'54" E a distance of 1029.88 feet to a point coincident with the East Maintained Right-of-way boundary of Lake Mabel Loop Road per Map Book 11, Page 144, of the Public Records of Polk County, Florida, said point being the POINT OF BEGINNING; thence departing said West boundary, coincident with said East Maintained Right-of-way boundary for the following eleven (11) courses: 1.) N 00°15'50" E a distance of 20.40 feet; 2.) thence N 00°33'01" E a distance of 100.00 feet; 3.) thence N 00°15'50" E a distance of 100.00 feet; 4.) thence N 00°26'09" E a distance of 100.00 feet; 5.) thence N 00°19'16" E a distance of 100.00 feet; 6.) thence N 00°26'09" E a distance of 100.00 feet; 7.) thence N 00°15'50" E a distance of 100.00 feet; 8.) thence N 00°29'35" E a distance of 100.00 feet; 9.) thence N 00°19'16" E a distance of 100.00 feet; 10.) thence N 00°53'39" E a distance of 100.00 feet; 11.) thence N 01°30'16" E a distance of 81.91 feet to a point coincident with the South Maintained Right-of-way boundary of Canal Road per Map Book 2, Page 4, of the Public Records of Polk County, Florida; thence departing said East Maintained Right-of-way boundary, coincident with said South Maintained Right-of-way boundary for the following fifty-two (52) courses: 1.) N 41°52'56" E a distance of 1.31 feet; 2.) thence N 44°56'11" E a distance of 5.00 feet; 3.) thence N 49°42'38" E a distance of 4.89 feet; 4.) thence N 54°41'55" E a distance of 5.11 feet; 5.) thence N 59°26'17" E a distance of 5.00 feet; 6.) thence N 64°22'02" E a distance of 5.00 feet; 7.) thence N 69°15'50" E a distance of 5.00 feet; 8.) thence N 74°04'10" E a distance of 5.00 feet; 9.) thence N 78°52'30" E a distance of 5.00 feet; 10.) thence N 83°40'50" E a distance of 5.00 feet; 11.) thence N 07°46'57" E a distance of 1.05 feet; 12.) thence S 89°21'58" E a distance of 31.97 feet; 13.) thence S 80°13'51" E a distance of 9.14 feet; 14.) thence N 89°48'11" E a distance of 100.00 feet; 15.) thence N 89°55'03" E a distance of 100.00 feet; 16.) thence N 89°31'00" E a distance of 100.00 feet; 17.) thence N 89°34'26" E a distance of 100.00 feet; 18.) thence N 89°27'33" E a distance of 100.00 feet; 19.) thence N 89°41'18" E a distance of 100.00 feet; 20.) thence N 89°51'37" E a distance of 100.00 feet; 21.) thence N 89°44'45" E a distance of 100.00 feet; 22.) thence N 89°41'18" E a distance of 100.00 feet; 23.) thence N 89°31'00" E a distance of 100.00 feet; 24.) thence N 89°24'07" E a distance of 100.00 feet; 25.) thence N 89°27'33" E a distance of 100.00 feet; 26.) thence N 89°34'26" E a distance of 100.00 feet; 27.) thence N 89°31'00" E a distance of 100.00 feet; 28.) thence N 89°37'52" E a distance of 100.00 feet; 29.) thence N 89°51'37" E a distance of 100.00 feet; 30.) thence N 89°20'41" E a distance of 100.00 feet; 31.) thence N 89°20'41" E a distance of 100.00 feet; 32.) thence N 89°51'37" E a distance of 100.00 feet; 33.) thence N 89°44'45" E a distance of 100.00 feet; 34.) thence N 89°41'18" E a distance of 100.00 feet; 35.) thence N 89°41'18" E a distance of 100.00 feet; 36.) thence N 89°51'37" E a distance of 100.00 feet; 37.) thence N 89°31'00" E a distance of 100.00 feet; 38.) thence N 89°34'26" E a distance of 100.00 feet; 39.) thence S 89°54'38" E a distance of 100.00 feet; 40.) thence N 89°51'37" E a distance of 100.00 feet; 41.) thence N 89°34'26" E a distance of 100.00 feet; 42.) thence N 89°44'45" E a distance of 100.00 feet; 43.) thence N 89°17'15" E a distance of 100.00 feet; 44.) thence N 89°41'18" E a distance of 100.00 feet; 45.) thence N 89°37'52" E a distance of 100.00 feet; 46.) thence N 89°37'52" E a distance of 100.00 feet; 47.) thence N 89°31'00" E a distance of 100.00 feet; 48.) thence N 89°41'18" E a distance of 100.00 feet; 49.) thence N 89°34'26" E a distance of 100.00 feet; 50.) thence N 89°34'26" E a distance of 100.00 feet; 51.) thence S 89°51'12" E a distance of 100.00 feet; 52.) thence S 87°54'46" E a distance of 56.40

feet to a point coincident with the East boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said South Maintained Right-of-way boundary, coincident with said East boundary, S 00°04'59" E a distance of 1304.50 feet to a point marking the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 1; thence departing said East boundary, coincident with the South boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 1, S 89°29'30" W a distance of 1313.78 feet to a point marking the Southeast corner of the North 1/2 of the Northwest 1/4 of said Section 1; thence departing said South boundary, coincident with the South boundary of the North 1/2 of the Northwest 1/4 of said Section 1, S 89°29'30" W a distance of 2632.67 feet to a point marking the Southwest corner of the North 1/2 of the Northwest 1/4 of said Section 1; thence departing said South boundary, coincident with the West boundary of the Northwest 1/4 of said Section 1, N 00°30'54" W a distance of 297.22 feet to the POINT OF BEGINNING.

Containing an area of 5178484.47 square feet, 118.882 acres, more or less.

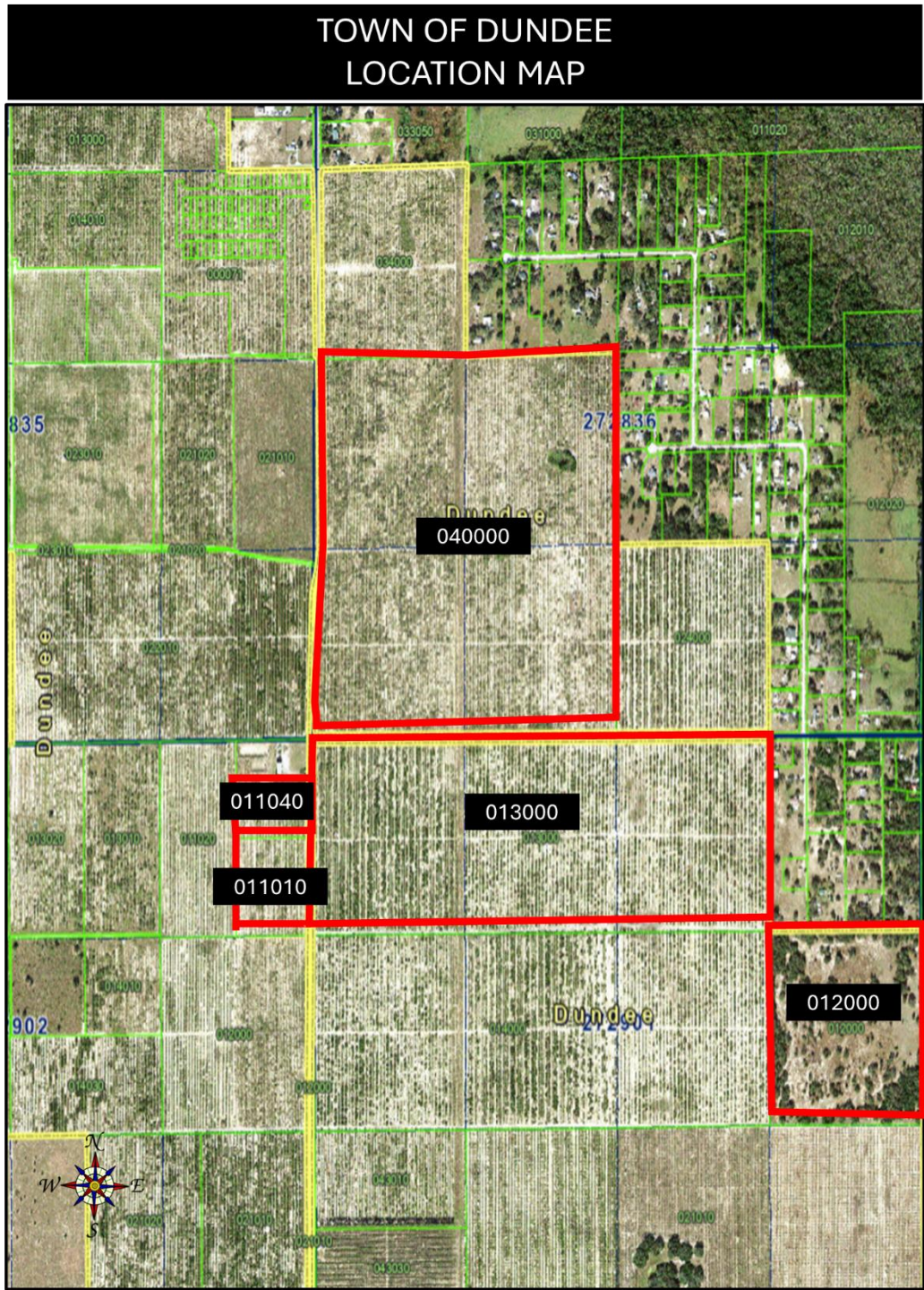
Legal Description

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment



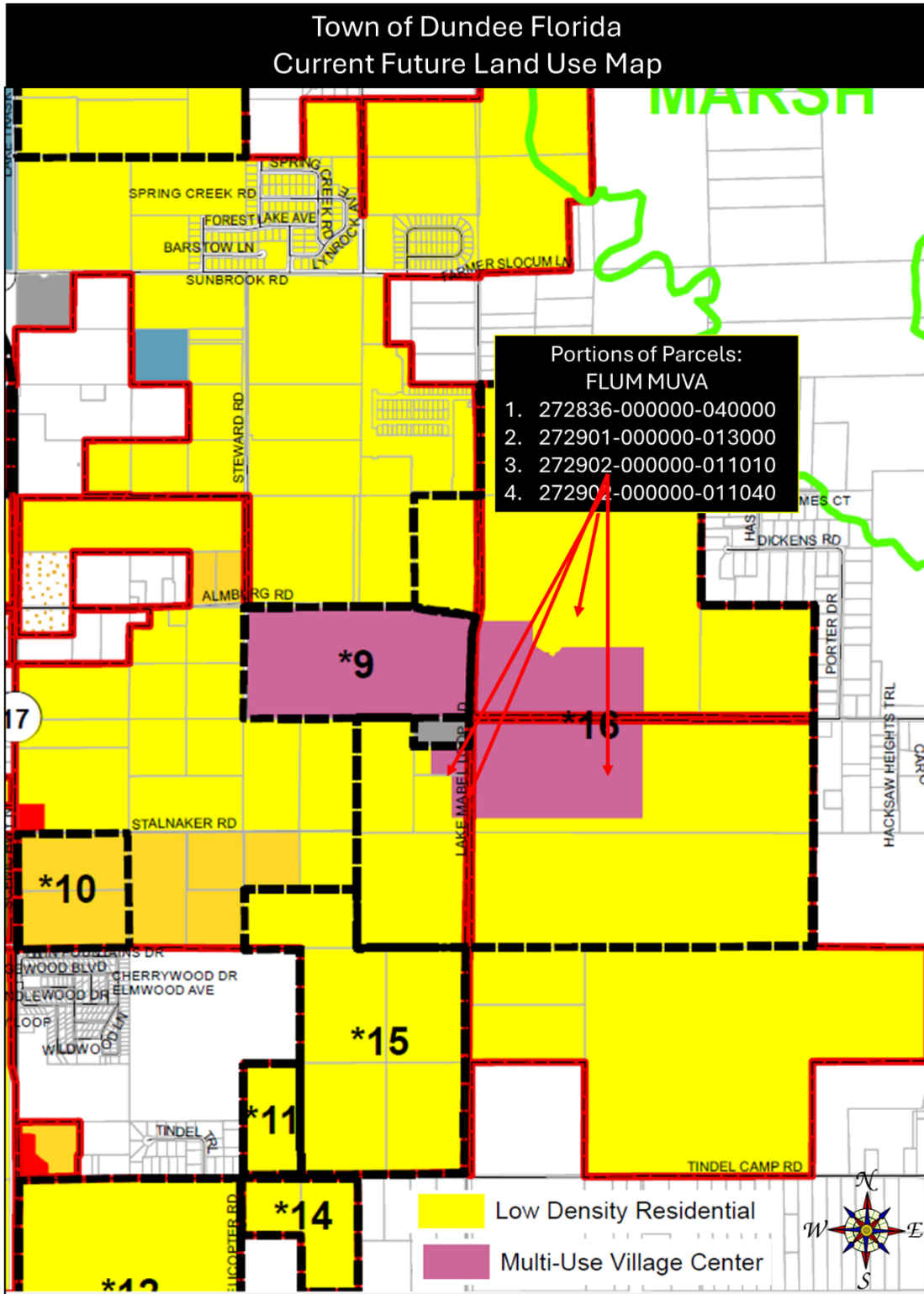
Location Map

Town of Dundee
Town Commission Staff Report
Estes Grove
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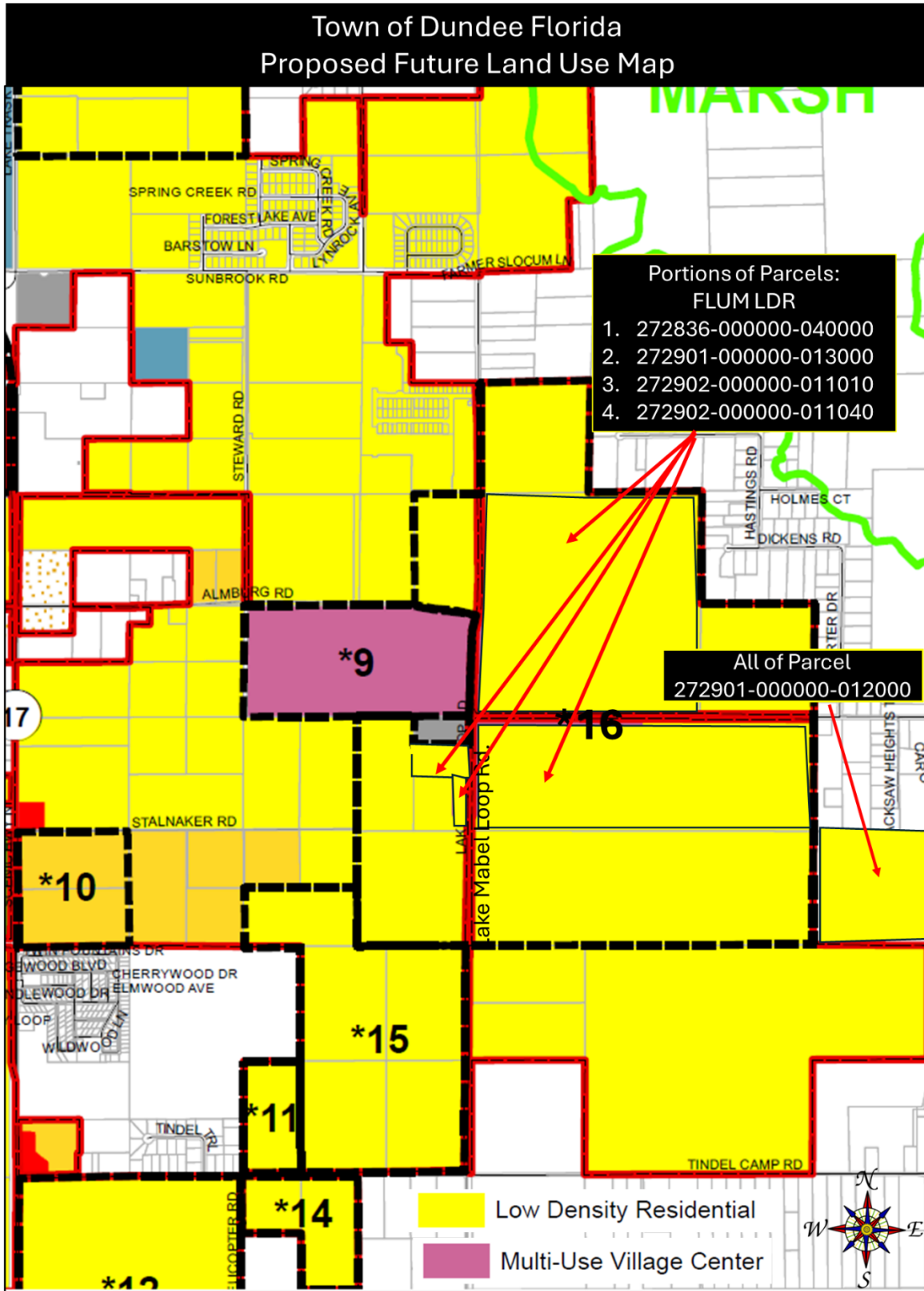
Aerial Map

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment



Existing FLUM Map

Town of Dundee
Town Commission Staff Report
Estes Grove
Future Land Use Map Amendment



Proposed Future Land Use Map



Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-09 – AN APPLICANT-INITIATED MAJOR PUD AMENDMENT TO ORDINANCE 15-05 FOR ESTES GROVE SUBDIVISION.		
STAFF RECOMMENDATION: (MOTION READY)	I move approval of Ordinance 26-09 by the Town Commission, a Major Amendment to PUD-MU 15-05, for Estes Grove Subdivision, a request by Heather Wertz of Absolute Engineering, Inc., amending the Master Development Plan, special conditions, adding parcels 272835-000000-023010 and 272901-000000-012000, moving the 15 acre school site and the 5 acre public use site from the eastside of Lake Mabel Loop Road to the westside of Lake Mabel Loop Road, adding project phasing, reducing the overall project density, redefining the lot layout and lot sizes per original PUD conditions, changes to the external access points, and adding the Welsh Road extension right-of-way dedication.		
SUMMARY and/or JUSTIFICATION:	<p>The developer is requesting a Major Modification to PUD Ordinance No. 15-05, including:</p> <ul style="list-style-type: none"> •Addition of Parcels- 272835-000000-023010& 272901-000000-012000 •Moving a 15-acre school site & 5-acre public use site from east side of Lake Mabel Loop Road to west side of Lake Mabel Loop Road North of Almburg Road. •Defining lot layout and lot sizes per original PUD conditions. •Changes to external access points. •Reduction in overall project density. •Add Welsh Road extension right-of-way dedication. •Adding project phasing. <p>The total acreage of the parcels is 638.76. The parcels are on the southeast side of the Town of Dundee, west of Lake Pierce and east of Lake Annie. They are located on the east and west side of Lake Mabel Loop Road and on the north and south side of Cana Road. The present use of the parcels is citrus groves. The adjacent parcels have land use designations of Dundee LDR to the west and south, and County A/RR to the north and east. The proposed land use change to LDR designates 5 units per acre. The Major Modification of PUD Ordinance 15-05 will satisfy the intent of the land development code, as well as meeting the need for residential, commercial, and school property growth in the area. Roadway and utility infrastructure will be determined based on detailed traffic analysis and engineered construction plans. The project will be constructed in 4 phases starting in 2026 and will complete each phase per year thereafter, ending in 2030</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	PROCLAMATION:
	EXHIBIT(S):	X	OTHER:

<p>IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i></p>	<p>Staff Report Ordinance 26-09 BIE</p>			<p>Item 5.</p>
<p>SELECT, if applicable</p>	<p>RESOLUTION: N/A</p>	<p>ORDINANCE: 26-09</p>		
<p>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></p>	<p style="text-align: center;">ORDINANCE 26-09</p> <p>AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING ORDINANCE 15-05, A PLANNED UNIT DEVELOPMENT - MIXED USE (PUD-MU) ZONING CLASSIFICATION FOR THE ESTES GROVE SUBDIVISION; AMENDING THE MASTER DEVELOPMENT PLAN AND SPECIAL CONDITIONS REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.</p>			
<p>FISCAL IMPACT (if any):</p>	<p>This Ordinance will not produce any fiscal impacts to the Town.</p>		<p>\$0.00</p>	

ORDINANCE 26-09

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING ORDINANCE 15-05, A PLANNED UNIT DEVELOPMENT - MIXED USE (PUD-MU) ZONING CLASSIFICATION FOR THE ESTES GROVE SUBDIVISION; AMENDING THE MASTER DEVELOPMENT PLAN AND SPECIAL CONDITIONS REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on May 21, 2026, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption; and

WHEREAS, Cassidy Land Development, LLC (the "Property Owner") and Heather Wertz of Absolute Engineering, Inc. (the "Applicant") requested a Major Modification to Planned Unit Development (PUD) Ordinance No. 15-05, governing the development known as the Estes Grove Subdivision; and

WHEREAS, the proposed project amendment incorporates two additional parcels, specifically Parcel ID Nos. 272835-000000-023010 and 272901-000000-

012000, expanding the total project site boundaries to encompassing approximately 638.76 +/- acres; and

WHEREAS, the proposed Major Amendment modifies the previously approved layout by shifting the designated 15-acre school site and 5-acre public use/commercial site from the east side of Lake Mabel Loop Road to the west side of Lake Mabel Loop Road, north of Almburg Road; and

WHEREAS, Ordinance No. 15-05 is hereby amended to approve a Major Modification to the Planned Unit Development-Mixed Use (PUD-MU) zoning status for the Estes Grove Subdivision. The official zoning map of the Town of Dundee is modified to formally add and absorb Parcel No's. 272835-000000-023010 and 272901-000000-012000 into the PUD framework, adjusting the complete project area to approximately 638.76 +/- acres across the following aggregate property descriptions:

- | | |
|----------------------|----------------------|
| 272835-000000-023010 | 272901-000000-013000 |
| 272835-000000-021010 | 272901-000000-012000 |
| 272836-000000-034000 | 272902-000000-012000 |
| 272836-000000-040000 | 272902-000000-011040 |
| 272836-000000-024000 | 272902-000000-011010 |
| 272901-000000-014000 | 272902-000000-011020 |

WHEREAS, The new Overall Master Development Plan for Estes Groves (prepared by Absolute Engineering, Inc.) attached hereto as Exhibit "D" is hereby approved and supersedes all prior iterations of the Master Development Plan layout. This approval captures and validates the following physical plan restructuring parameters:

1. Site Relocations: Moving the designated 15-acre elementary school parcel and the 5-acre public use/commercial asset from the east side of Lake Mabel Loop Road to the west side of Lake Mabel Loop Road, just north of Almburg Road.
2. Access Points: Reconfiguring all designated external entrance and exit access corridors connecting the interior grid network to adjacent arterial roadways.
3. Density & Sizing: Restructuring baseline lot configurations and individual lot dimension standards while reducing overall gross development density metrics down to a threshold matching Low-Density Residential maximum allocations (not to exceed 5 dwelling units per acre).
4. Right-of-Way Dedication: Formally dedicating and carving out the land parameters required for the Welsh Road extension right-of-way alignment.

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this Ordinance No. 26-09; and

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

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 26-09 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 26-09 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

Section 2. Conflicts. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the 2030 Comprehensive Plan of the Town of Dundee, unless such repeal is explicitly set forth herein.

Section 3. Severability. The provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase of this Ordinance, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional. If any word, sentence, clause, phrase, or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, unconstitutional, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held

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

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

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

INTRODUCED AND PASSED, on First Reading and public hearing this 2nd day of June, 2026.

PASSED AND DULY 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

Joseph Garrison, Mayor

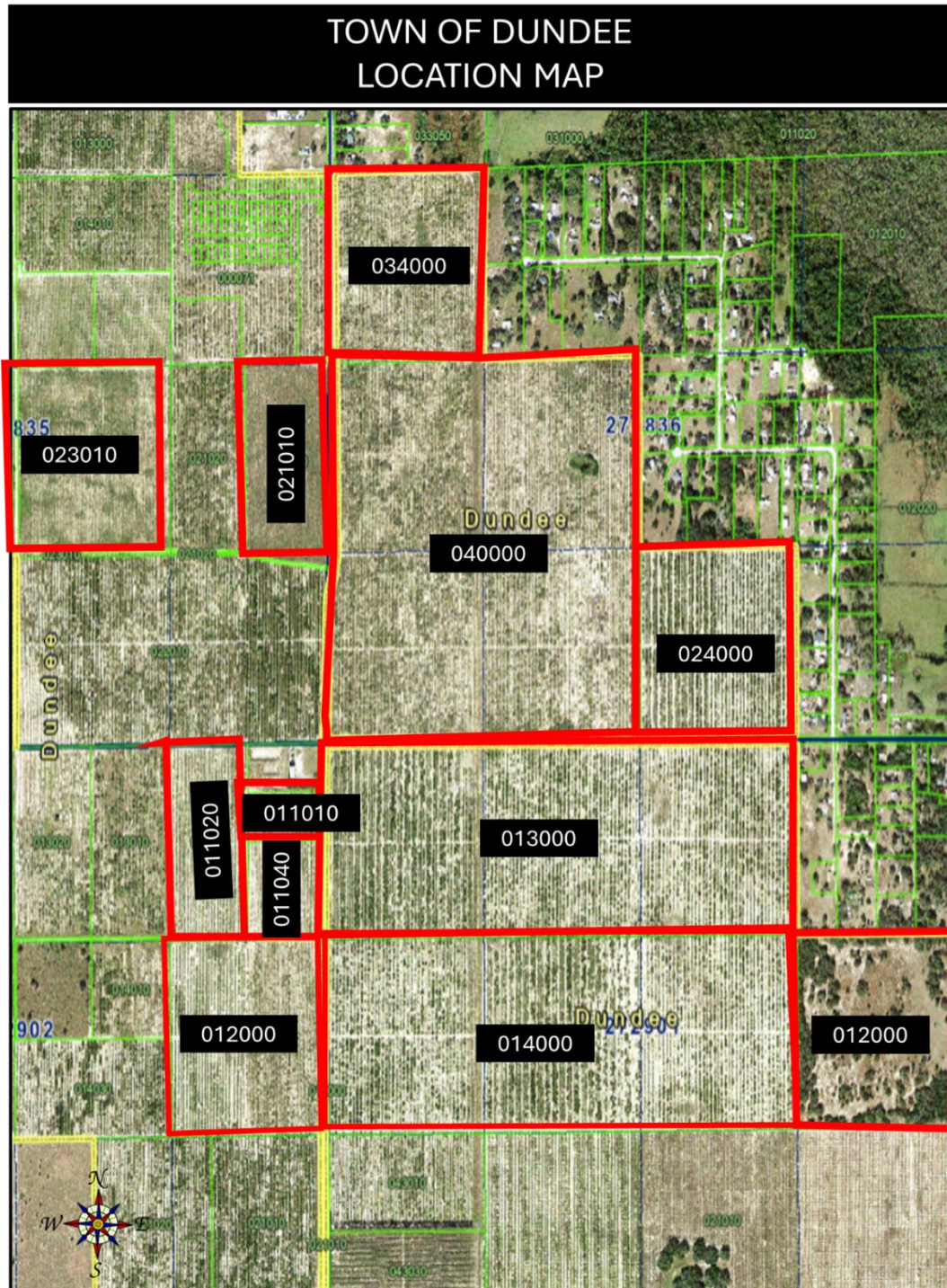
ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney

**Ordinance 26-09
Exhibit A
Location Map**



**Ordinance 26-09
Exhibit A
Ordinance 15-05**

ORDINANCE NO. 15-05
Page 1

ORDINANCE NO. 15-05

AN ORDINANCE AMENDING THE TOWN OF DUNDEE OFFICIAL ZONING MAP TO CHANGE THE ZONING FROM POLK COUNTY AGRICULTURE/RURAL-RESIDENTIAL (A/RR) TO PLANNED UNIT DEVELOPMENT-MIXED-USE (PUD-MU) ZONING CLASSIFICATION FOR A ±560.5 ACRE PROPERTY (10 PARCELS) LOCATED AT THE INTERSECTION OF LAKE MABEL LOOP ROAD AND CANAL ROAD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there has been a request for approval of a Master Development Plan for a Planned Unit Development (PUD) to be known as the Estes Grove PUD and to assign the zoning of the property described below; and

WHEREAS, the zoning change requested by the applicant is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the applicant is working with the Polk County School Board to address school concurrency issues through the donation of up to 20 acres of land for a school site with potential co-location of a neighborhood park, which will count towards the open space/recreation requirements for the project; and

WHEREAS, the Town Commission of the Town of Dundee held meetings and hearings regarding the parcels show on Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

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

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

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classification from Polk County Agriculture/Rural-Residential (A/RR) to Planned Unit Development (PUD) on approximately ±560.5 acres of land located at the intersection of Lake Mabel Loop Road and Canal Road, as shown in Exhibit "A".

ORDINANCE NO. 15-05
Page 2

Section 2. The Master Development Plan-General (MDP-General) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 2.02.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Estes Grove PUD, including additional special conditions all of which are attached hereto as Exhibit "C" and made a part hereof. Said property is hereby zoned Planned Unit Development-Mixed-Use (PUD-MU) Zoning District and the provisions of Article 2.02.03 and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

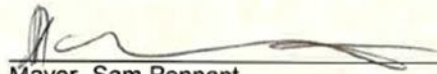
Section 5. The effective date of this ordinance shall coincide with the effective date of the companion Future Land Use amendment Ordinance 15-04.

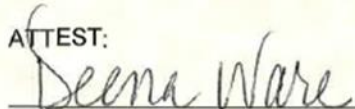
Section 6. This Ordinance shall be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

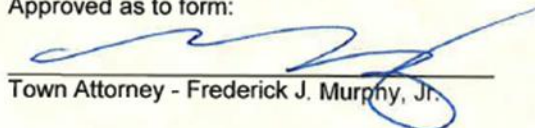
INTRODUCED on first reading this 10th day of March, 2015.

PASSED on second reading this 9th day of June, 2015.

TOWN OF DUNDEE, FLORIDA


Mayor- Sam Pennant

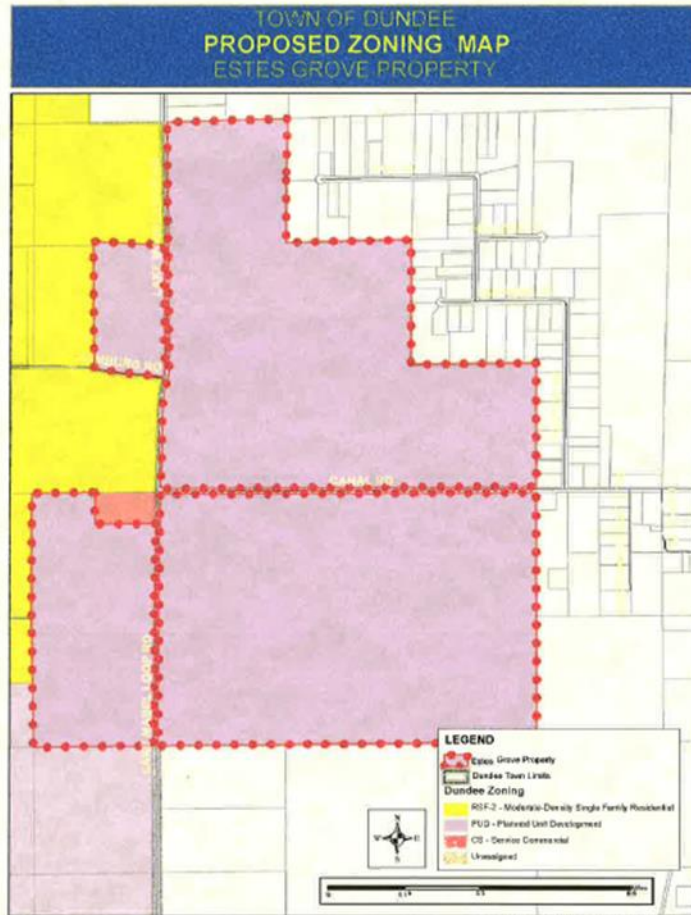
ATTEST:

Town Clerk – Deena Ware

Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

ORDINANCE NO. 15-05
Page 3

Ordinance No. 15-05
Composite Exhibit "A"
Legal Description and Zoning Map
Page 1 of 1

Parcels:
27283500000021010, 272836000000024000, 272836000000034000,
272836000000040000, 272901000000013000, 272901000000014000,
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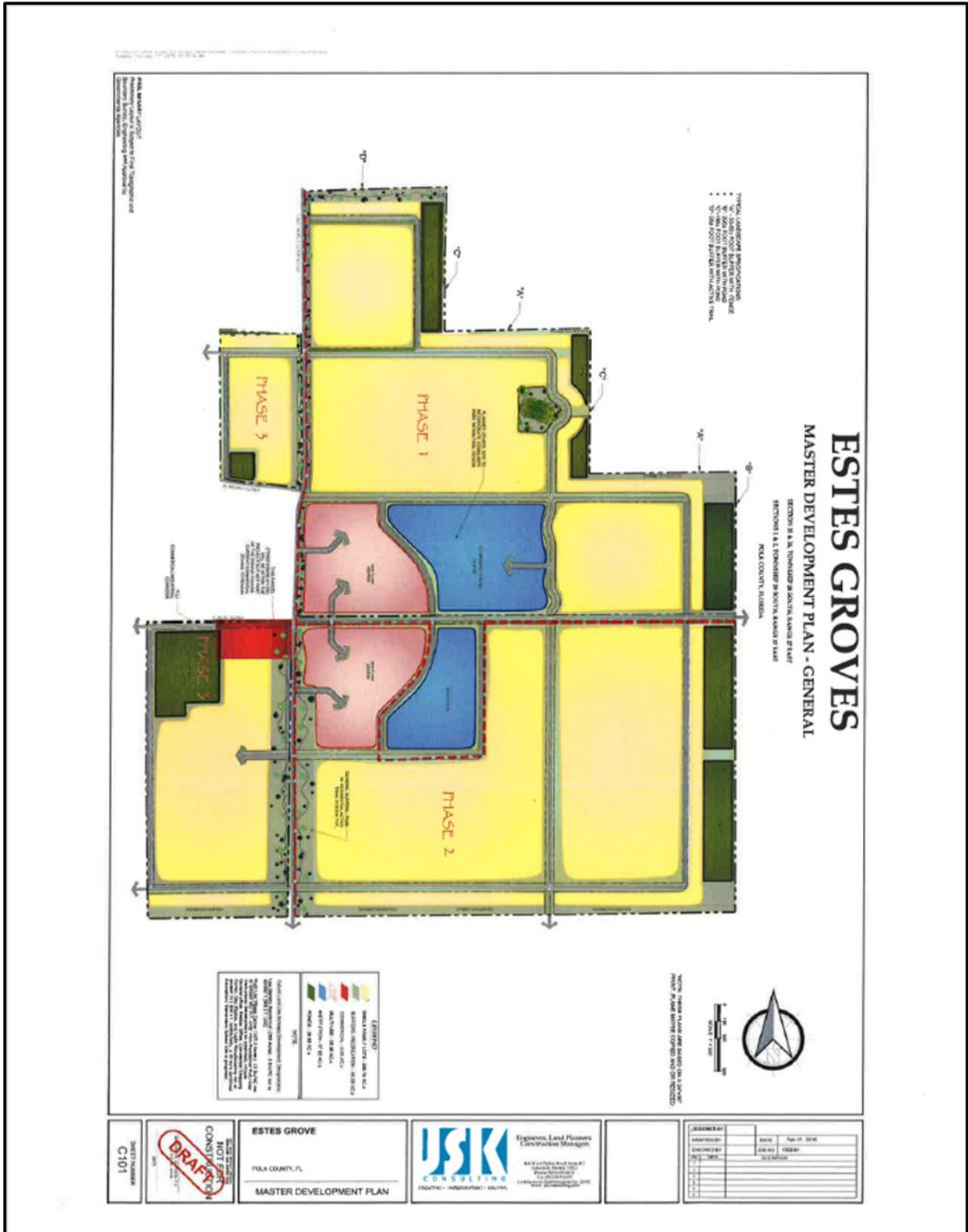


ORDINANCE NO. 15-05
Page 4

Ordinance No. 15-05
Exhibit "B"
Estes Grove Master Development Plan-General
Page 1 of 1

(See attached larger print for clarity)





ORDINANCE NO. 15-05
Page 5

Ordinance 15-05
Exhibit "C"
Estes Grove PUD Special Conditions
Page 1 of 2


1. As noted on the Master Development Plan-General, the project is restricted to the following development, based on the Future Land Use designations of the property:
 - a. Low Density Residential (393 acres): 5 du/acre not to exceed 1,965 single family units.
 - b. Multi-Use Village Center (167.5 acres)
 - i. 12 du/ac not to exceed 302 multi-family units
 - ii. Non-Residential Multi-Use/Institutional Development to potentially include General office, Medical Office, Commercial Shopping Center, Gas Station, and Light Manufacturing not to exceed 315,000 s.f.
 - iii. A 20-acre combined Recreation/ Elementary School Site
2. The applicant/developer shall provide water and wastewater connections to the site.
3. At time of Detailed Master Development Plan and/or site plan, the applicant shall complete a more detailed traffic analysis.
4. Development-required transportation infrastructure improvements will be determined at time of detailed transportation study and site plan review.
5. At time of Detailed Master Development Plan and/or site plan, the applicant shall complete environmental studies, specifically related to sand skinks and gopher tortoises.
6. The applicant shall complete a Detailed Master Development Plan and Site Plan prior to any development.
7. The applicant shall address school impacts prior to approval of a Detailed Master Development Plan.
 - The applicant will donate up to 20 acres to provide an elementary school site. A portion of this site will serve as a co-location for a neighborhood park.
 - This site will be transferred to the PCSB ownership during the construction and at time of final plat for Phase 1 of the development.
 - The School Board shall have final determination as to whether the site proposed for donation is a viable site for the construction of a school. The approval shall be based on size, configuration and environmental factors associated with the proposed site

ORDINANCE NO. 15-05
Page 6

Ordinance 15-05
Exhibit "C"
Estes Grove PUD Special Conditions
Page 2 of 2

8. The applicant shall provide perimeter buffers as illustrated on the Master Development Plan-General adjacent to the northern and eastern boundaries of the property to provide compatibility spacing from the existing residential development in unincorporated Polk County.
9. The applicant shall address the proposed Florida Southeast Connection pipeline prior to approval of a Detailed Master Development Plan.
10. The applicant shall provide a point of connection for off-site connectivity and access for future development at the southeastern corner of the property; specifically to parcel 272901-000000-012000.

**Ordinance 26-09
Exhibit D
Applicant's Application**



Town of Dundee

00000 • 0202 E. Main Street • PO Box 1000 • Dundee, Florida 33838 • (863) 438-8330 • Fax (863) 438-8338

**Application for Planned Unit Development (PUD) Zoning and Master
Development Plan Approval** (FORM 0204)

Applicant

The following information is required for submission of an application for a Planned Unit Development (PUD) zoning district and Master Development Plan for the Town limits of Dundee, Florida. **Please print or type the required information below. Attach three copies of the current survey of subject property along with an aerial photograph and location map and all requirements as outlined in the Land Development Regulations.**

Name of Property Owner: Cassidy Land Development, LLC
Mailing Address: 346 E. Central Ave., Winter Haven, FL 33880 Phone: (863) 324-3698
Name of Representative, if applicable: Heather E. Wertz
Mailing Address: 1000 N. Ashley Dr., Suite 925; Tampa, FL 33602 Phone: (813) 221-1521
Reason for Request: Major modification to PUD - See Project Narrative for details

Property Identification

Property Address or General Location: SW side of the Town of Dundee, W of Lake Pierce & E of Lake Annie
Present Use of the Property: Citrus Groves
Existing Structures Located on the Site: None
Total Acreage: 638.76 Number of Residents on Site: -0-
Parcel I.D.#: See attached listing
Legal Description of the Property: See attached listing

Range: _____ Township: _____ Section: _____
Subdivision: Estes Property

Planning and Zoning Information

Current City Future Land Use Designation: Low Density Residential (LDR)
Current City Zoning Classification: RSF-3

Note: An application fee will be assessed on all requests for land use and zoning changes in accordance with the most recent Resolution of the Dundee Town Council establishing such fees.

Date Received: _____ Received By: _____ File #: _____
Amount Paid: _____ Check #: _____ Receipt #: _____

Town of Dundee
page 2

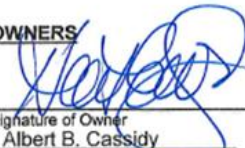
Planned Unit Development (PUD) Application

OWNER'S SIGNATURE PAGE

(I) (We), Cassidy Land Development, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for Re-zoning and/or Comprehensive Plan Amendment, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS



Signature of Owner
Albert B. Cassidy
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 28th day of August, 2025, by Heather E. Wertz, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.





Notary Public
Notarial Seal and Commission
Expiration Date

Town of Dundee
page 3

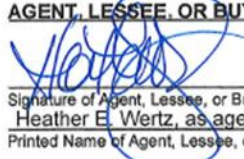
Planned Unit Development (PUD) Application

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Heather E. Wertz being
duly sworn, depose and say that (I) (we) serve as agent for the owner(s)
(agent or lessee)
in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other
information attached hereto present the arguments in behalf of the petition herein requested to
the best of (my) (our) ability and that the statements and information above referred to are in all
respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)



Signature of Agent, Lessee, or Buyer(s)
Heather E. Wertz, as agent

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

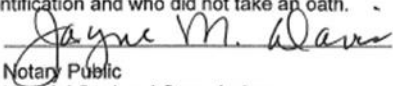
Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 28th day of August
2025, by Heather E. Wertz, who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.



Notary Public
Notarial Seal and Commission
Expiration Date



(FORM 9204)

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

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

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

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

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

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

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

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

Town of Dundee, Florida
Ordinance No. 26-09
Estes Grove Major PUD Amendment to Ordinance 15-05

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 26-09* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

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

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

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING ORDINANCE 15-05, A PLANNED UNIT DEVELOPMENT - MIXED USE (PUD-MU) ZONING CLASSIFICATION FOR THE ESTES GROVE SUBDIVISION; AMENDING THE MASTER DEVELOPMENT PLAN AND SPECIAL CONDITIONS REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR

**INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR THE
ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND
CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

The purpose is to:

To amend Ordinance 15-05, and Ordinance designating a zoning of PUD-MU to land located in the Town of Dundee, Florida.

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

This ordinance pertains to a town-initiated text amendment and does not impose any operational or financial requirements on other private businesses.

Estimated Impact:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed Town of Dundee Ordinance No. 26-09:

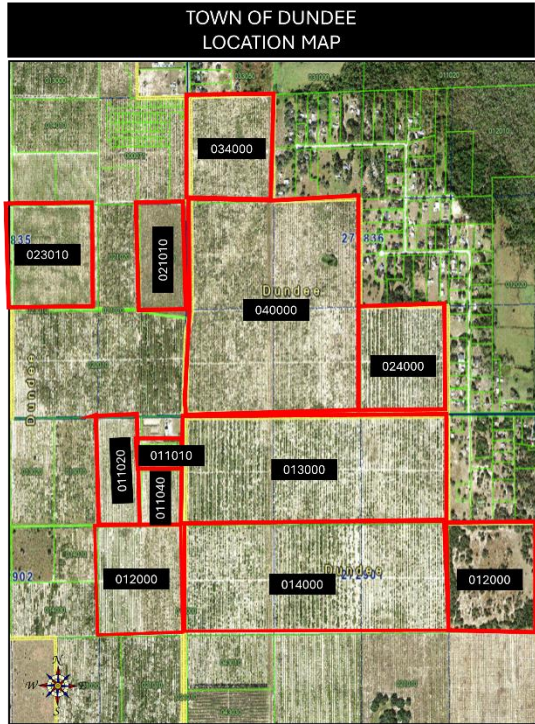
Estimated number of impacted businesses: 0

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

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

None currently.

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05



To: Planning and Zoning Board
Agenda Date: June 2, 2026
Department: Planning and Zoning
Discussion Topic: Major Amendment to Ordinance 15-05-PUD-MU-Estes Grove Subdivision-Ordinance 26-06
Applicant: Heather Wertz, Absolute Engineering, INC.
Property Owner: Cassidy Land Development, LLC
Planning & Zoning Board Recommendation: Pending
Town Commission Hearing: Pending
Town Commission Adoption Hearing: N/A
DEO Comments: N/A
Prepared By: Lorraine Peterson, Development Director



SITE LOCATION

The proposed site is located on 638.76 +/- acres of land, on the east and west sides of Lake Mabel Loop Road, north and east sides of Canal Road in the Town of Dundee in Sections 35,36,02, and 01 Townships 28 and 29, Range 27, further described as parcels:

- | | |
|----------------------|----------------------|
| 272835-000000-023010 | 272902-000000-011040 |
| 272836-000000-034000 | 272836-000000-024000 |
| 272836-000000-040000 | 272902-000000-011010 |
| 272902-000000-012000 | 272901-000000-013000 |
| 272835-000000-021010 | 272902-000000-011020 |
| 272901-000000-014000 | 272901-000000-012000 |

Town of Dundee

Town Commission Staff Report

Estes PUD Major Amendment to Ordinance 15-05

BACKGROUND

The proposed residential/commercial development known as Estes Groves Subdivision originally annexed ten (10) parcels totaling approximately 560.5 +/- acres into the Town of Dundee through **Ordinance No. 07-27**, approved on December 11, 2007.

Subsequently, **Ordinance No. 09-03**, approved on October 26, 2010, as part of the EAR-based Comprehensive Plan amendments, amended the Future Land Use Map (FLUM) designation from Agricultural/Rural Residential (A/RR) to Low Density Residential on approximately 393 +/- acres and Multi-Use Village Center on approximately 167.5 +/- acres.

Thereafter, **Ordinance No. 15-05**, approved on May 9, 2015, amended the Official Zoning Map to designate the approximately 560.5 +/- acre property as Planned Unit Development Mixed Use (PUD-MU).

Additionally, **Ordinance No. 15-04**, approved on May 26, 2015, amended site-specific Future Land Use Policy 2.14(p) by removing the maximum development limitation of 786 dwelling units and 25,000 square feet of non-residential uses associated with the Multi-Use Village Center future land use designation through the 2030 planning horizon for the Estes Groves property.

Most recently, **Ordinance No. 25-05**, approved on January 13, 2026, annexed Parcel No. 27-29-01-000000-012000 into the Town of Dundee as an expansion of the Estes Groves project area, increasing the total project acreage to approximately 638.76 +/- acres.

ANALYSIS

The developer is requesting a Major Modification to PUD Ordinance No. 15-05, to include the following:

- Addition of Parcel #s 272835-000000-023010 & 272901-000000-012000 to the PUD Boundary
- Moving the 15-acre school & 5 acre commercial from the east side of Lake Mabel Loop Road to the west side of Lake Mabel Loop Road North of Almburg Road.
- Defining lot layout and lot sizes per original PUD conditions.
- Changes to external access points.
- Reduction in overall project density.
- Add Welsh Road extension right-of-way dedication.
- Adding project phasing.

Town of Dundee

Town Commission Staff Report

Estes PUD Major Amendment to Ordinance 15-05

The property consists of approximately 638.76 acres located within the southeastern portion of the Town of Dundee, west of Lake Pierce and east of Lake Annie. The property is situated on both the east and west sides of Lake Mabel Loop Road and is bisected by Canal Road in an east-west direction.

The current use of the property is citrus groves. The adjacent properties carry Future Land Use designations of Dundee Low Density Residential (LDR) to the west and south, and Polk County Agricultural/Rural Residential (A/RR) to the north and east.

The proposed Future Land Use amendment to Low Density Residential (LDR) permits a maximum density of up to five (5) dwelling units per acre. The proposed rezoning to Residential Single-Family-3 (RSF-3) is consistent with the allowable density established under the LDR Future Land Use designation.

The requested Future Land Use amendment and Major Modification to PUD Ordinance No. 15-05 are intended to support planned residential, commercial, and educational growth within the area while remaining consistent with the intent and objectives of the Town's Land Development Code and Comprehensive Plan.

Roadway improvements, utility capacity, stormwater infrastructure, and other public facility requirements will be evaluated through detailed traffic analyses, concurrency review, and engineered construction plans during development review phases.

Development of the project will occur in four (4) phases beginning in 2026, with each phase to be completed sequentially through final buildout in 2030.

7.09.04 – Amendment of termination of a PUD

Amendment or termination of a PUD. Once PUD approval is granted, all development within the PUD development site shall be in conformity with the approved master development plan. In the event a developer wishes to deviate significantly from the approved development pattern, he shall either submit an amended master development plan or apply for a conventional zoning classification through the normal rezoning process.

The addition to or removal of any tract or parcel from a PUD shall require an amendment to the master development plan. Any amendment, variation, or adjustment of a master development plan shall require approval according to the following:

1. *Major amendment.* Submission for review and approval by the planning and zoning board and the town commission.
2. *Minor amendment.* Submission for review and approval by the development director.

The development director shall determine whether a proposed master development plan amendment is a major amendment or a minor amendment. The determination shall be based on, but not limited to the following: Any substantial change to the MDP, including increase in

Town of Dundee

Town Commission Staff Report

Estes PUD Major Amendment to Ordinance 15-05

density, change in permitted uses, change in stormwater runoff characteristics, rearrangement of designated open space or recreation areas, change in traffic patterns and trip generation, or other similar changes shall be considered a major amendment to the plan; any proposed minor changes in configuration or similar changes shall be considered a minor amendment to the plan. The development director may, at his discretion, forward any application for plan amendment to one or more individual departments for review and recommendation both as to its classification as a major or minor amendment and as to whether it should be approved, approved with conditions, or denied. (Ord. No. 13-09, § 1(Exh. A), 12-10-13)

DEVELOPMENT REVIEW COMMITTEE

As stated in Section 7.09.04 of the LDC, The development director may, at his/her discretion, forward any application for plan amendment to one or more individual departments for review and recommendation both as to its classification as a major or minor amendment and as to whether it should be approved, approved with conditions, or denied. The development director did forward the application for PUD amendment as a major amendment and the DRC members have reviewed the application with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC Team:

TOD Fire Chief- Chief Joseph Carbone

TOD Public Works Director-Johnathan Vice

TOD Utilities Director-Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director-Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- The Law Offices of Markeishia L. Smith, P.A.

MOTION OPTIONS:

1. I move **approval of Ordinance 26-09** by the Town Commission, a Major Amendment to PUD-MU 15-05, for Estes Grove Subdivision, a request by Heather Wertz of Absolute Engineering, Inc., amending the Master Development Plan, special conditions, adding parcels 272835-000000-023010 and 272901-000000-012000, moving the 15 acre school site and the 5 acre public use site from the eastside of Lake Mabel Loop Road to the westside of Lake Mabel Loop Road, adding project phasing, reducing the overall project density, redefining the lot layout and lot sizes per original PUD conditions, changes to the external access points, and adding the Welsh Road extension right-of-way dedication.
2. I move **approval with changes of Ordinance 26-09** by the Town Commission, a Major Amendment to PUD-MU 15-05, for Estes Grove Subdivision, a request by Heather Wertz

Town of Dundee
Town Commission Staff Report
Estes PUD Major Amendment to Ordinance 15-05

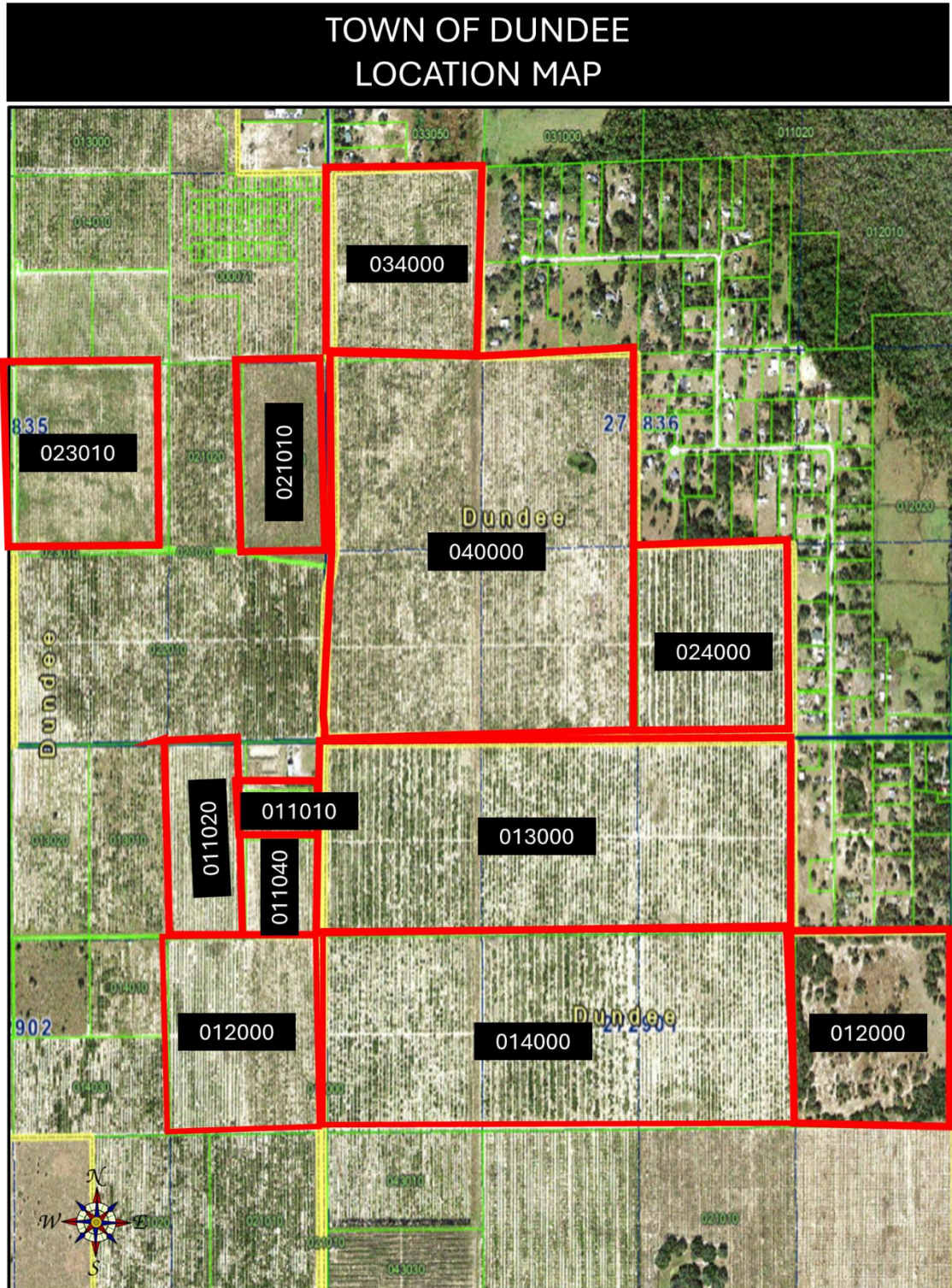
of Absolute Engineering, Inc., amending the Master Development Plan, special conditions, adding parcels 272835-000000-023010 and 272901-000000-012000, moving the 15 acre school site and the 5 acre public use site from the eastside of Lake Mabel Loop Road to the westside of Lake Mabel Loop Road, adding project phasing, reducing the overall project density, redefining the lot layout and lot sizes per original PUD conditions, changes to the external access points, and adding the Welsh Road extension right-of-way dedication.

3. I move **denial of Ordinance 26-09** by the Town Commission, a Major Amendment to PUD-MU 15-05, for Estes Grove Subdivision, a request by Heather Wertz of Absolute Engineering, Inc., amending the Master Development Plan, special conditions, adding parcels 272835-000000-023010 and 272901-000000-012000, moving the 15 acre school site and the 5 acre public use site from the eastside of Lake Mabel Loop Road to the westside of Lake Mabel Loop Road, adding project phasing, reducing the overall project density, redefining the lot layout and lot sizes per original PUD conditions, changes to the external access points, and adding the Welsh Road extension right-of-way dedication.

ATTACHMENTS:

- Exhibit A-Location Map
- Exhibit B- Ordinance 15-05
- Exhibit C-Amended Ordinance 15-05
- Exhibit D-New Master Development Plan
- Exhibit E- Applicant's Application

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05 Exhibit A-Location Map



Town of Dundee
Town Commission Staff Report
Estes PUD Major Amendment to Ordinance 15-05
Exhibit B-Ordinance 15-05

ORDINANCE NO. 15-05
Page 1

ORDINANCE NO. 15-05

AN ORDINANCE AMENDING THE TOWN OF DUNDEE OFFICIAL ZONING MAP TO CHANGE THE ZONING FROM POLK COUNTY AGRICULTURE/RURAL-RESIDENTIAL (A/RR) TO PLANNED UNIT DEVELOPMENT-MIXED-USE (PUD-MU) ZONING CLASSIFICATION FOR A ±560.5 ACRE PROPERTY (10 PARCELS) LOCATED AT THE INTERSECTION OF LAKE MABEL LOOP ROAD AND CANAL ROAD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there has been a request for approval of a Master Development Plan for a Planned Unit Development (PUD) to be known as the Estes Grove PUD and to assign the zoning of the property described below; and

WHEREAS, the zoning change requested by the applicant is consistent with the Future Land Use Element of the Dundee Comprehensive Plan; and

WHEREAS, the applicant is working with the Polk County School Board to address school concurrency issues through the donation of up to 20 acres of land for a school site with potential co-location of a neighborhood park, which will count towards the open space/recreation requirements for the project; and

WHEREAS, the Town Commission of the Town of Dundee held meetings and hearings regarding the parcels show on Exhibit "A", with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including supporting documents; and

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

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

Section 1. The official zoning map of the Town of Dundee is amended so as to change the Town zoning classification from Polk County Agriculture/Rural-Residential (A/RR) to Planned Unit Development (PUD) on approximately ±560.5 acres of land located at the intersection of Lake Mabel Loop Road and Canal Road, as shown in Exhibit "A".

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05

ORDINANCE NO. 15-05
Page 2

Section 2. The Master Development Plan-General (MDP-General) for this Planned Unit Development attached hereto as Exhibit "B" is approved in accordance with Article 2.02.03 of the Unified Land Development Code of the Town of Dundee for the total property known as the Estes Grove PUD, including additional special conditions all of which are attached hereto as Exhibit "C" and made a part hereof. Said property is hereby zoned Planned Unit Development-Mixed-Use (PUD-MU) Zoning District and the provisions of Article 2.02.03 and special conditions attached hereto shall govern further public review and development of the property within this District.

Section 3. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

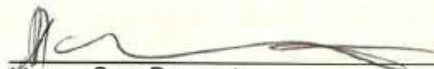
Section 5. The effective date of this ordinance shall coincide with the effective date of the companion Future Land Use amendment Ordinance 15-04.

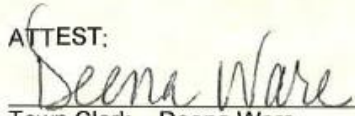
Section 6. This Ordinance shall be codified in the Code of Ordinances of the Town of Dundee, Florida. A certified copy of this enacting ordinance shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

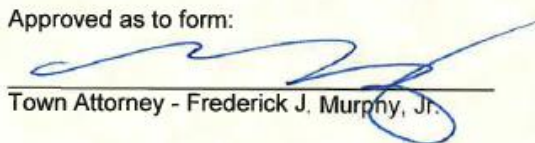
INTRODUCED on first reading this 10th day of March, 2015.

PASSED on second reading this 9th day of June, 2015.

TOWN OF DUNDEE, FLORIDA


Mayor- Sam Pennant

ATTEST:

Town Clerk – Deena Ware

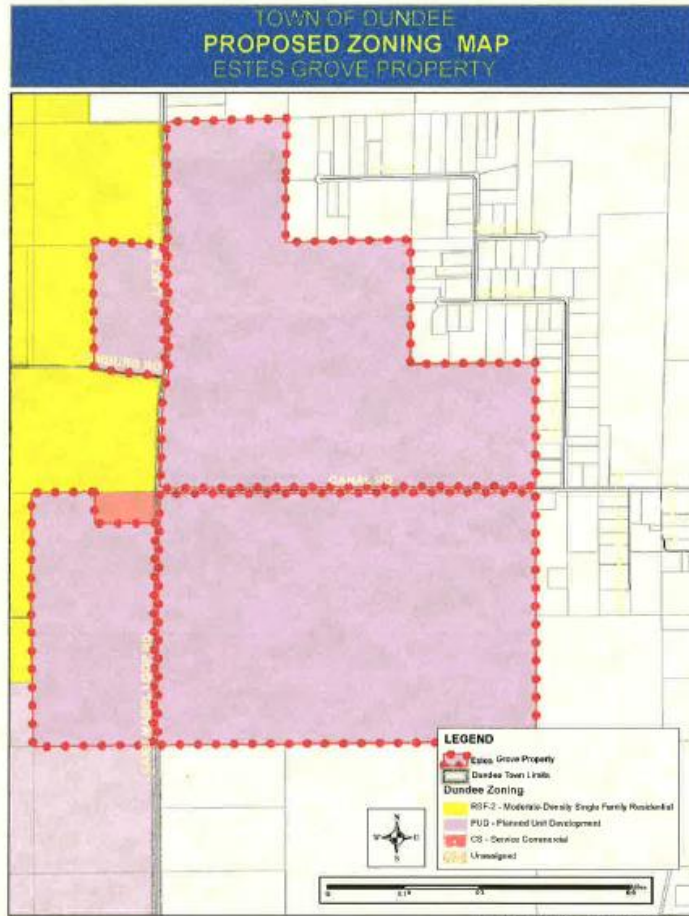
Approved as to form:

Town Attorney - Frederick J. Murphy, Jr.

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05

ORDINANCE NO. 15-05
Page 3

Ordinance No. 15-05
Composite Exhibit "A"
Legal Description and Zoning Map
Page 1 of 1

Parcels:
27283500000021010, 27283600000024000, 27283600000034000,
27283600000040000, 27290100000013000, 27290100000014000,
27290200000011010, 27290200000011020, 27290200000011040,
27290200000012000.



Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05

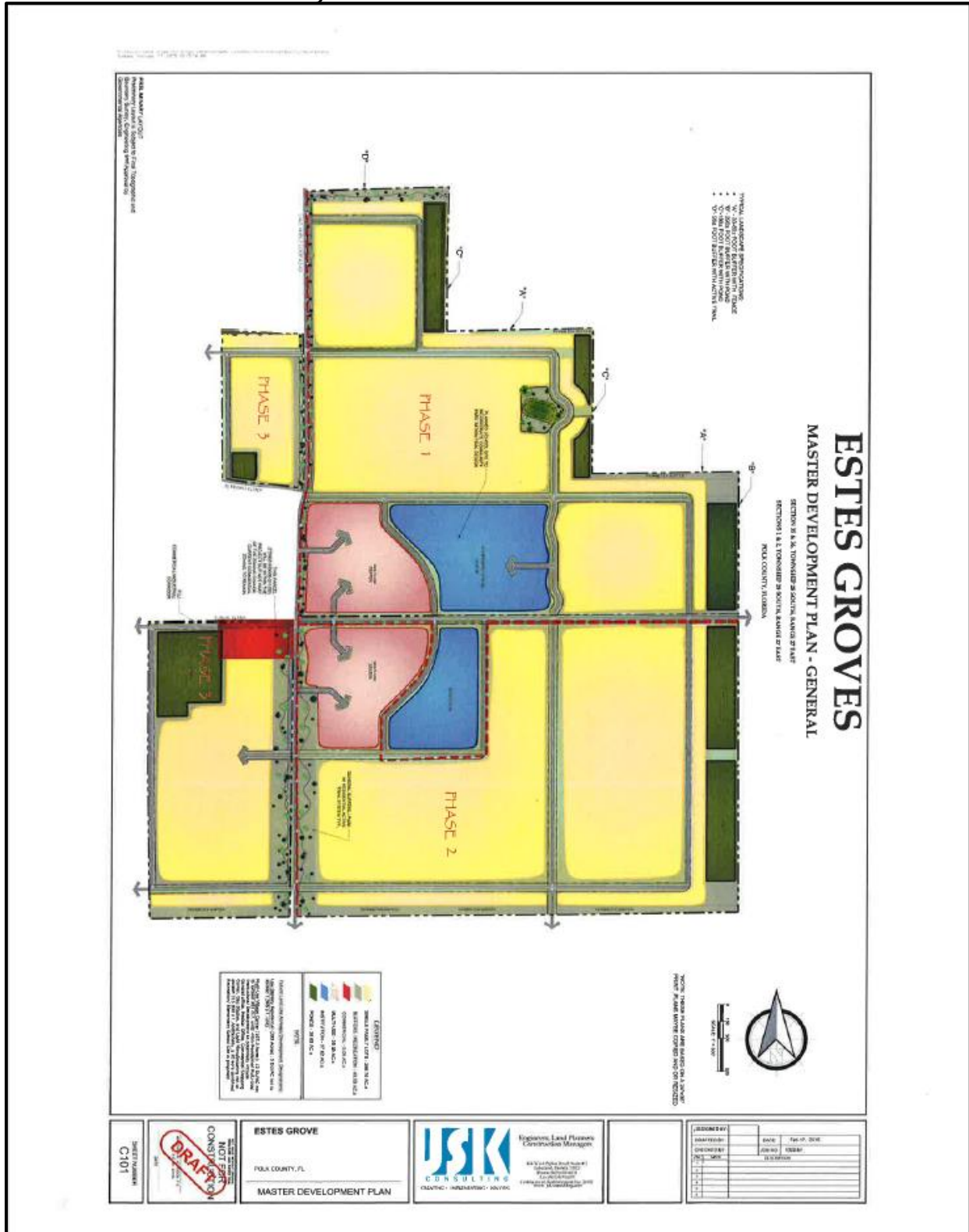
ORDINANCE NO. 15-05
Page 4

Ordinance No. 15-05
Exhibit "B"
Estes Grove Master Development Plan-General
Page 1 of 1

(See attached larger print for clarity)



Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05



Town of Dundee
Town Commission Staff Report
Estes PUD Major Amendment to Ordinance 15-05

ORDINANCE NO. 15-05

Page 5

**Ordinance 15-05
Exhibit "C"
Estes Grove PUD Special Conditions
Page 1 of 2**

1. As noted on the Master Development Plan-General, the project is restricted to the following development, based on the Future Land Use designations of the property:
 - a. Low Density Residential (393 acres): 5 du/acre not to exceed 1,965 single family units.
 - b. Multi-Use Village Center (167.5 acres)
 - i. 12 du/ac not to exceed 302 multi-family units
 - ii. Non-Residential Multi-Use/Institutional Development to potentially include General office, Medical Office, Commercial Shopping Center, Gas Station, and Light Manufacturing not to exceed 315,000 s.f.
 - iii. A 20-acre combined Recreation/ Elementary School Site
2. The applicant/developer shall provide water and wastewater connections to the site.
3. At time of Detailed Master Development Plan and/or site plan, the applicant shall complete a more detailed traffic analysis.
4. Development-required transportation infrastructure improvements will be determined at time of detailed transportation study and site plan review.
5. At time of Detailed Master Development Plan and/or site plan, the applicant shall complete environmental studies, specifically related to sand skinks and gopher tortoises.
6. The applicant shall complete a Detailed Master Development Plan and Site Plan prior to any development.
7. The applicant shall address school impacts prior to approval of a Detailed Master Development Plan.
 - The applicant will donate up to 20 acres to provide an elementary school site. A portion of this site will serve as a co-location for a neighborhood park.
 - This site will be transferred to the PCSB ownership during the construction and at time of final plat for Phase 1 of the development.
 - The School Board shall have final determination as to whether the site proposed for donation is a viable site for the construction of a school. The approval shall be based on size, configuration and environmental factors associated with the proposed site

Town of Dundee
Town Commission Staff Report
Estes PUD Major Amendment to Ordinance 15-05

ORDINANCE NO. 15-05
Page 6

Ordinance 15-05
Exhibit "C"
Estes Grove PUD Special Conditions
Page 2 of 2

8. The applicant shall provide perimeter buffers as illustrated on the Master Development Plan-General adjacent to the northern and eastern boundaries of the property to provide compatibility spacing from the existing residential development in unincorporated Polk County.
9. The applicant shall address the proposed Florida Southeast Connection pipeline prior to approval of a Detailed Master Development Plan.
10. The applicant shall provide a point of connection for off-site connectivity and access for future development at the southeastern corner of the property; specifically to parcel 272901-000000-012000.

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05



Town of Dundee

00000 • 0202 E. Main Street • PO Box 1000 • Dundee, Florida 33838 • (863) 438-8330 • Fax (863) 438-8338

Application for Planned Unit Development (PUD) Zoning and Master Development Plan Approval (FORM 0204)

Applicant

The following information is required for submission of an application for a Planned Unit Development (PUD) zoning district and Master Development Plan for the Town limits of Dundee, Florida. **Please print or type the required information below. Attach three copies of the current survey of subject property along with an aerial photograph and location map and all requirements as outlined in the Land Development Regulations.**

Name of Property Owner: Cassidy Land Development, LLC

Mailing Address: 346 E. Central Ave., Winter Haven, FL 33880 Phone: (863) 324-3698

Name of Representative, if applicable: Heather E. Wertz

Mailing Address: 1000 N. Ashley Dr., Suite 925; Tampa, FL 33602 Phone: (813) 221-1521

Reason for Request: Major modification to PUD - See Project Narrative for details

Property Identification

Property Address or General Location: SW side of the Town of Dundee, W of Lake Pierce & E of Lake Annie

Present Use of the Property: Citrus Groves

Existing Structures Located on the Site: None

Total Acreage: 638.76 Number of Residents on Site: -0-

Parcel I.D.#: See attached listing

Legal Description of the Property: See attached listing

Range: _____ Township: _____ Section: _____

Subdivision: Estes Property

Planning and Zoning Information

Current City Future Land Use Designation: Low Density Residential (LDR)

Current City Zoning Classification: RSF-3

Note: An application fee will be assessed on all requests for land use and zoning changes in accordance with the most recent Resolution of the Dundee Town Council establishing such fees.

Date Received: _____ Received By: _____ File #: _____

Amount Paid: _____ Check #: _____ Receipt #: _____

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05

Town of Dundee
page 2

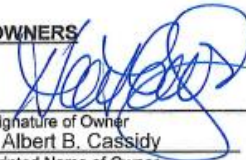
Planned Unit Development (PUD) Application

OWNER'S SIGNATURE PAGE

(I) (We), Cassidy Land Development, LLC being duly sworn, depose and say that (I) (we) own one or more of the properties involved in this petition and that (I) (we) authorize the Town of Dundee to process this petition for Re-zoning and/or Comprehensive Plan Amendment, in accordance with all adopted Town rules and regulations, and in conformance with State law.

Further (I) (we) or any agent or lessee of the subject property authorized by (me) (us) to file this petition, deposes and say that the statements and answers contained in the application and any information attached thereto, present the arguments in behalf of this petition to the best of (my) (our) ability; and that the statements and information referred to above are in all respects true and correct to the best of (my) (our) knowledge and belief.

OWNERS



Signature of Owner
Albert B. Cassidy
Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 28th day of August, 2025, by Heather E. Wertz, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.





Notary Public
Notarial Seal and Commission
Expiration Date

(FORM 9204)

Town of Dundee Town Commission Staff Report Estes PUD Major Amendment to Ordinance 15-05

Town of Dundee
page 3


Planned Unit Development (PUD) Application

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Heather E. Wertz being
duly sworn, depose and say that (I) (we) serve as agent for the owner(s)
(agent or lessee)
in making this petition and that the owner(s) (has) (have) authorized (me) (us) to act in this
capacity.

Further, (I) (we) depose and say that the statements and answers herein contained and other
information attached hereto present the arguments in behalf of the petition herein requested to
the best of (my) (our) ability and that the statements and information above referred to are in all
respects true and correct to the best of (my) (our) knowledge and belief.

AGENT, LESSEE, OR BUYER(S)



Signature of Agent, Lessee, or Buyer(s)
Heather E. Wertz, as agent

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

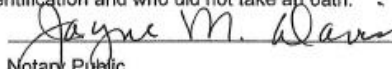
Signature of Agent, Lessee, or Buyer(s)

Printed Name of Agent, Lessee, or Buyer(s)

STATE OF FLORIDA
COUNTY OF POLK

AGENT, LESSEE, OR BUYER(S) NOTARIZATION

The foregoing instrument was acknowledged before me this 28th day of August,
2025, by Heather E. Wertz, who is personally known
to me or who has produced a driver's license as identification and who did not take an oath.



Notary Public
Notarial Seal and Commission
Expiration Date



(FORM 9204)



Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ORDINANCE 26-07 - TOWN-INITIATED TEXT AMENDMENT TO SECTION 3.06.07 OF THE LAND DEVELOPMENT CODE		
STAFF RECOMMENDATION: (MOTION READY)	I move approval of Ordinance 26-07 by the Town Commission for the proposed Town – Initiated request for a Land Development Code Text Amendment to section 3.06.07-Underground Seepage Systems.		
SUMMARY and/or JUSTIFICATION:	The Town is proposing a text amendment to the Town of Dundee Land Development Code (LDC) specifically regarding Section 3.06.07. Currently, the code contains a blanket prohibition on underground seepage systems. The proposed amendment seeks to allow these systems under strict engineering and environmental criteria to provide developers and the Town with modern, space-efficient stormwater management options		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	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>	Staff Report Ordinance 26-07 BIE		
SELECT, if applicable	RESOLUTION: N/A		ORDINANCE: 26-07
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>	ORDINANCE 26-07 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; SPECIFICALLY AMENDING SECTION 3.06.07, "UNDERGROUND SEEPAGE SYSTEMS," TO PERMIT THE UTILIZATION OF UNDERGROUND SEEPAGE SYSTEMS SUBJECT TO SPECIFIED CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.		
FISCAL IMPACT (if any):	This Ordinance will not produce any fiscal impacts to the Town.		\$0.00

ORDINANCE 26-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; SPECIFICALLY AMENDING SECTION 3.06.07, "UNDERGROUND SEEPAGE SYSTEMS," TO PERMIT THE UTILIZATION OF UNDERGROUND SEEPAGE SYSTEMS SUBJECT TO SPECIFIED CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR COMMISSION SUPPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with the procedures required by Sections 166.041 (3)(c)2, Florida Statutes, and other applicable law, the regulations contained within this ordinance were considered by the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting on May 21, 2026, at which time interested parties and citizens had the opportunity to be heard and such amendments were recommended to the Town Commission for adoption by a vote 4-0; and

WHEREAS, the Town Commission of the Town of Dundee recognizes the need to update its Land Development Code to reflect modern engineering standards and stormwater management practices; and

WHEREAS, underground seepage systems can provide effective solutions for drainage and groundwater recharge when properly designed and maintained; and

WHEREAS, the Town Commission finds that allowing such systems, where appropriate, serves the health, safety, and welfare of the residents of Dundee.

WHEREAS, the Town of Dundee, Florida, has complied with all requirements and procedures in processing and adopting this Ordinance No. 26-07; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the enactment and adoption of this Ordinance No. 26-07 is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; is consistent with the public interest and preserves, enhances, and encourages the most appropriate use of land; and this Ordinance No. 26-07 is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

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

Section 2. Commission Support. The Town Commission of the Town of Dundee, Florida, hereby authorizes, directs, and supports the recommended Text Amendment (see **Exhibit “A”**) which will amend the Town of Dundee Code of Ordinances of the Town of Dundee, Florida, and the Land Development Code of Dundee, which is attached hereto and made part hereof by reference (stricken words are deleted).

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

Section 4. Recording. The Town Clerk is hereby authorized to record this Ordinance in the public records of Polk County, Florida.

Section 5. Severability. The provisions of this Ordinance are severable. If any

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

Section 6. Administrative Correction of Scrivener's Errors and Codification. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Land Development Code of the Town of Dundee, Florida; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Land Development Code of the Town of Dundee is accomplished, sections of this Ordinance may be renumbered or re lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or his or her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk. A certified copy of this enacting Ordinance and certified copy of the Town of Dundee Land Development Code shall be located in the Office of the Town Clerk of Dundee. The Town Clerk shall also make copies available to the public for a reasonable publication charge.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged by an affected party, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state

land planning agency.

INTRODUCED AND PASSED, on First Reading and public hearing this 2nd day of June, 2026.

PASSED AND DULY 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

Joseph Garrison, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney

Ordinance 26-07
Exhibit A

~~3.06.07. Underground seepage systems.~~

3.06.07 Underground Stormwater Systems

~~Underground seepage systems are not allowed.~~

- A. Permitted Use: underground stormwater systems, including but not limited to exfiltration pipes, chambers, and vaults, may be permitted for the management of stormwater runoff, provided they meet the design and performance standards set forth in this Code, the Town's engineering manual, and the requirements of the Southwest Florida Water Management District (SWFWMD).

- B. Design Requirements: All underground stormwater systems must be designed by a Florida Licensed Professional Engineer. The design must account for:
 - 1. Soil Suitability: A geotechnical report prepared by a Florida Licensed Professional Engineer must be submitted supporting that the soil conditions and seasonal high-water table (SHWT) levels are suitable for the proposed system including but not limited to soil characteristics, infiltration rates, and confining layers.


 - 2. Debris Removal: To prevent clogging and system failure, all systems must include a mechanism for debris removal up stream of any underground storage or infiltration components.

 - 3. Vertical Clearance: If infiltration is utilized by the proposed underground stormwater system, a minimum of one (1) foot of separation is required between the bottom of the system and the seasonal high-water table.

- C. Maintenance: The property owner shall be responsible for the perpetual maintenance of the underground stormwater tank system. An Operation and Maintenance (O&M) plan must be approved by the Town. Every five years, or more frequently if required by SWFWMD, a civil engineer or Qualified Inspector as defined by the Florida Department of Environmental Protection (FDEP) must inspect the system to ensure conformance with the approved O&M plan that it is working as permitted, a copy of the inspection report must be sent to the Public Works Director.

- D. Additional Requirements: The Town Engineer may require additional analysis, inspection access, maintenance provisions, or monitoring where site conditions warrant.

Town of Dundee
 Town Commission
 Staff Report
 Town – Initiated Texted Amendment to 3.06.07
 Underground Seepage Systems
AMENDED

To: Town Commission
Agenda Date: June 2, 2026
Department: Planning and Zoning
Discussion Topic: Town-Initiated Text Amendment to 3.06.07-Underground Seepage Systems
Applicant: Town of Dundee
Planning & Zoning Board Recommendation: Pending
Town Commission Transmittal Hearing: Pending Hearing
Town Commission Adoption Hearing: Pending Hearing
DEO Comments: Pending
Prepared By: Lorraine Peterson, Development Director


REQUESTED ACTION

The proposed amendment to section 3.06.07 of the Land Development Code regarding the allowance of Underground Seepage Systems.

The Town is proposing a text amendment to the Town of Dundee Land Development Code (LDC) specifically regarding Section 3.06.07. Currently, the code contains a blanket prohibition on underground seepage systems. The proposed amendment seeks to allow these systems under strict engineering and environmental criteria to provide developers and the Town with modern, space-efficient stormwater management options.

BACKGROUND

Existing language in Section 3.06.07 states: *"Underground seepage systems are not allowed."* This restriction was historically implemented to protect the local water table and ensure ease of maintenance for surface-level retention ponds.

Town of Dundee
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 Staff Report
 Town – Initiated Texted Amendment to 3.06.07
 Underground Seepage Systems
AMENDED

However, as land availability for traditional open-air ponds decreases and stormwater technology improves, many municipalities have transitioned to allowing underground systems. These systems allow for "hidden" drainage under parking lots or green spaces, facilitating higher-density development while maintaining recharge rates for the Floridan Aquifer.

PROPOSED LANGUAGE- LAND DEVELOPMENT CODE

~~**3.06.07. Underground seepage systems.**~~

3.06.07 Underground Stormwater Systems

~~Underground seepage systems are not allowed.~~

- A. Permitted Use: underground stormwater systems, including but not limited to exfiltration pipes, chambers, and vaults, may be permitted for the management of stormwater runoff, provided they meet the design and performance standards set forth in this Code and the Town’s engineering manual.

- B. Design Requirements: All underground stormwater systems must be designed by a Florida Licensed Professional Engineer. The design must account for:
 - 1. Soil Suitability: A geotechnical report must be submitted proving that the soil conditions and seasonal high-water table (SHWT) levels are suitable for the proposed seepage rate.

 - 2. Pre-treatment: To prevent clogging and system failure, all systems must include a pre-treatment mechanism (such as a baffle box or sediment trap) to remove debris and oils before the water enters the seepage chamber.

 - 3. Vertical Clearance: A minimum of two (2) feet of separation is required between the bottom of the storm water system and the seasonal high-water table.

- C. Maintenance: The property owner shall be responsible for the perpetual maintenance of the underground stormwater system. An Operation and Maintenance (O&M) plan must be approved by the Town. Every five years, or more frequently if required by SWFWMD, a civil engineer or qualified inspector

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Underground Seepage Systems
AMENDED

as defined by the Florida Department of Environmental Protection (FDEP) must inspect the system to ensure conformance with the approved O&M plan that it is working as permitted, a copy of the inspection report must be sent to the Public Works Director.

- D. Additional Requirements: The Town Engineer may require additional analysis, inspection access, maintenance provisions, or monitoring where site conditions warrant.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is consistent with the following goals of the Town of Dundee Comprehensive Plan:

1. **Infrastructure Element:** Encourages the use of innovative drainage techniques to manage stormwater runoff efficiently.
2. **Conservation Element:** Protects groundwater quality through required pre-treatment and vertical clearance from the water table.
3. **Future Land Use Element:** Supports the efficient use of land within the Town's limits.

FISCAL IMPACT

There is no direct fiscal impact on the Town. All costs associated with the design, installation, and maintenance of these systems will be the responsibility of the private developer or property owner.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of Ordinance 26-07.

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Staff Report
Town – Initiated Texted Amendment to 3.06.07
Underground Seepage Systems
AMENDED

MOTION OPTIONS:

1. I move approval of Ordinance 26-07 by the Town Commission for the proposed Town – Initiated request for a Land Development Code Text Amendment to section 3.06.07-Underground Seepage Systems.

2. I move approval **with changes** by the Town Commission for the proposed Town - Initiated request for a Land Development Code Text Amendment to section 3.06.07- Underground Seepage Systems.

3. I move **denial** by the Town Commission for the proposed Town- Initiated request for a Land Development Code Text Amendment to section 3.06.07-Underground Seepage Systems.

ATTACHMENTS:

Ordinance 26-07

BIE Report

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

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

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

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

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

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

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

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

Town of Dundee, Florida
Ordinance No. 26-07
3.06.07 Underground Seepage System Text Amendment

nevertheless, providing this BIE to avoid any procedural issue(s) that may impact the enactment of *Town of Dundee Ordinance No. 26-07* (hereafter the “Ordinance”).

This BIE may be revised following its initial posting.

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

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

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, AMENDING THE TOWN OF DUNDEE LAND DEVELOPMENT CODE; SPECIFICALLY AMENDING SECTION 3.06.07, "UNDERGROUND SEEPAGE SYSTEMS," TO PERMIT THE UTILIZATION OF UNDERGROUND SEEPAGE SYSTEMS SUBJECT TO

SPECIFIED CRITERIA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The purpose is to:

Change the Town of Dundee Land Development code to reflect modern stormwater management options. Changing the language in section 3.06.07-Underground Seepage Systems, from not allowing the systems to allowing the systems.

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

This ordinance pertains to a town-initiated text amendment and does not impose any operational or financial requirements on other private businesses.

Estimated Impact:

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

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

3. Good faith estimate of the number of businesses likely to be impacted by the proposed Town of Dundee Ordinance No. 26-07:

Estimated number of impacted businesses: 0

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

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

None currently.



Meeting Agenda Coversheet

MEETING DATE:	June 02, 2026	Submitted By: Lorraine Peterson- Planning & Zoning	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-14 - AN APPLICANT-INITIATED REQUEST FOR CERTIFIED SUBDIVISION PLAN (CSP) APPROVAL, LEGACY HILL SUBDIVISION		
STAFF RECOMMENDATION: (MOTION READY)	I move the Town Commission approve Resolution 26-14 , a resolution for the Certified Subdivision Plan for Legacy Hill Subdivision, a request by the applicant Bryan Hunter, Hunter Engineering, INC. on behalf of Legacy Hill of Dundee, LLC.		
SUMMARY and/or JUSTIFICATION:	<p>The Applicant, Bryan Hunter, Hunter Engineering INC. on behalf of Legacy Hill of Dundee LLC, is requesting approval of the Certified Subdivision Plan (CSP) for Legacy Hill Subdivision. The proposed subdivision is located on 133.49+/- acres of land and is located west of Lake Mabel Loop Rd, south side of Almburg Rd., east side of Highway 17 (N Scenic Hwy.), and on the north side of Stalnaker Rd. further described as parcels: 272835-000000-041060, 272835-000000-041070, 272835-000000-042010, 272835-000000-042020, 272835-000000-042040, 272835-000000-042060, 272835-000000-044050, 272902-000000-031010, 272902-000000-031040, 272902-000000-033010, 272902-000000-033020, and 272902-000000-031030. The property has a Future Land Use of Low Density Residential (LDR) and a Zoning designation of Residential Single Family (RSF-3).</p> <p>The proposed project includes 492 single-family units and 6.17 +/- acres of open space (5.71+/- acres required) to be owned and maintained by the Homeowners Association (HOA). The Town Commission approved the Concept Plan/Park Dedication on August 31, 2022, through Resolution 22-32 and the Preliminary site Plan (PSP) letter was administratively approved and letter sent out on September 27, 2023.</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	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>	Staff Report Resolution 26-14 Signed Developers Agreement Signed Water Allocation Agreement		

SELECT, if applicable	RESOLUTION: 26-14	ORDINANCE: N/A	Item 7.
<p>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></p>	<p style="text-align: center;">RESOLUTION NO. 26-14</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE LEGACY HILL SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.</p>		
<p>FISCAL IMPACT <i>(if any):</i></p>	<p>This Ordinance will not produce any fiscal impacts to the Town.</p>		<p>\$0.00</p>

Town of Dundee
Resolution 26-14
Legacy Hill
Conditional Certified Subdivision Plan



RESOLUTION NO. 26-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THE CERTIFIED SUBDIVISION PLAN (CSP) WITH CERTAIN CONDITIONS FOR THE LEGACY HILL SUBDIVISION; MAKING FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) TO EFFECTUATE THE INTENT OF THIS RESOLUTION; 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 (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

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

WHEREAS, the proposed Legacy Hill *Subdivision* (the “Subdivision”) is to occur on approximately 133.49 +/- acres which are located within the corporate limits of the Town of Dundee, Florida, further identified as Polk County Property Appraiser's Parcel Identification Numbers: 272835-000000-041060, 272835-000000-041070, 272835-000000-042010, 272835-000000-042020, 272835-000000-042040, 272835-000000-042060, 272835-000000-044050, 272902-000000-031010, 272902-000000-

Town of Dundee
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031040, 272902-000000-033010, 272902-000000-033020, and 272902-000000-031030 (hereafter collectively referred to as the “Property”); and

WHEREAS, the Applicant submitted a *Town of Dundee Subdivision Application* (hereafter the “Application”) for approval of the proposed *Certified Subdivision Plan for the Legacy Hill Subdivision* (hereafter the “Legacy Hill CSP”) which is located on the Property; and

WHEREAS, on January 1, 2025, which was the effective date set forth in *Town of Dundee Ordinance No. 24-10*, the Town established an updated schedule of Transportation Impact Fees (TIF) in accordance with Section 163.31801, Florida Statutes (2024); and

WHEREAS, pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07 of the LDC*, the Infrastructure Agreement is required as a condition of approval for the Legacy Hill CSP; and

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

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

WHEREAS, copies of the Application and proposed Legacy Hill CSP are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, the Legacy Hill CSP (see **Composite Exhibit “A”**) includes 492 single-family lots, amongst other improvements and amenities; and

WHEREAS, pursuant to the technical review performed by the Town and/or Town’s consultants, the Legacy Hill CSP (see **Composite Exhibit “A”**) has not satisfied the general requirements set forth by Section 7.01.07 of the LDC; and

WHEREAS, the Applicant has substantially complied with all the requirements set forth in *Section 7.01.07 of the LDC* regarding the preparation the Legacy Hill CSP (see **Composite Exhibit “A”**) for the Subdivision; and

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

Town of Dundee
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the LDC; and

WHEREAS, pursuant to *Section 54-9 of the Town of Dundee Code of Ordinances* and *Section 6.01.07.03 of the LDC*, an updated *Town of Dundee Concurrency Developer's Agreement* is required as a condition of approval for the Legacy Hill CSP; and

WHEREAS, the Applicant requests that the Town Commission of the Town of Dundee conditionally approve the Legacy Hill CSP (see **Composite Exhibit "A"**) for the Subdivision subject to the terms and conditions set forth by this **Resolution No. 26-14**; and Town Commission's approval for construction of streets, drainage facilities, and/or other subdivision improvements prior to final platting in accordance with applicable provisions of the Town of Dundee Land Development Code and the conditions set forth by this **Resolution No. 26-14**; and

WHEREAS, on June 2, 2026, the Town Commission, at a duly noticed public meeting, held a public hearing to consider the Legacy Hill CSP (see **Composite Exhibit "A"**) for approval; and

WHEREAS, on June 2, 2026, the Town Commission found that approval of this **Resolution No. 26-14** and the Legacy Hill CSP (see **Composite Exhibit "A"**) preserves, enhances and encourages the most appropriate use of land consistent with the public interest, the Town of Dundee 2030 Comprehensive Plan policies and objectives, and the Town of Dundee Land Development Code; and

WHEREAS, on June 2, 2026, the Town Commission held a duly noticed public hearing in order to approve the Reserve CSP (see **Composite Exhibit "A"**) and found that the approval of this **Resolution No. 26-14** preserves, enhances, and encourages the most appropriate use of land consistent with the public interest and the *Town of Dundee 2030 Comprehensive Plan* policies, goals, and objectives; and

WHEREAS, the Town Commission of the Town of Dundee, Florida, finds that the approval of this **Resolution No. 26-14** is intended and necessary to enhance the present advantages that exist within the corporate limits of the Town of Dundee, Florida; and this **Resolution No. 26-14** is intended to promote, protect, and improve the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida.

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

Section 1. Incorporation of Recitals.

Town of Dundee
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Legacy Hill
Conditional Certified Subdivision Plan

The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the approval of this **Resolution No. 26-14**, and the Town Commission of the Town of Dundee, Florida, hereby approves the above-referenced factual recitals as the legislative findings supporting the adoption of this **Resolution No. 26-14**.

Section 2. Authorization.

The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions in order to effectuate the intent of this **Resolution No. 26-14** which includes, but shall not be limited to, negotiating and entering into any agreement(s) with the Applicant and/or Applicant's authorized designee with regard to the terms and Legacy Hill CSP Conditions (see **Exhibit "B"**) set forth by this **Resolution No. 26-14** and the Town's conditional approval of the Legacy Hill CSP (see **Composite Exhibit "A"**) and applicable *site development plan* for the *Legacy Hill Subdivision*.

Section 3. Conflicts.

All resolutions in conflict herewith are repealed in order to give this **Resolution No. 26-14** full force and effect.

Section 4. Severability.

The provisions of this **Resolution No. 26-14** are severable. If any section, subsection, sentence, clause, phrase of this **Resolution No. 26-14**, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this **Resolution No. 26-14**, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this **Resolution No. 26-14** for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this **Resolution No. 26-14** shall remain in full force and effect. If any section, subsection, sentence, clause or phrase of this **Resolution No. 26-14** is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this **Resolution No. 26-14**. The Town of Dundee, Florida, by and through its Town Commission, hereby declares that it would have passed this **Resolution No. 26-14**, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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Section 6. Administrative Correction of Scrivener’s Errors.

It is the intention of the Town Commission that sections of this **Resolution No. 26-14** may be renumbered or re-lettered and the word "resolution" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and sections of this **Resolution No. 26-14** may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the Town Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 7. Effective Date.

This **Resolution No. 26-14** shall take effect upon passage by the Town Commission of the Town of Dundee, Florida.

INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in Regular Session this 2nd day of June 2026.

TOWN OF DUNDEE

Mayor – Joseph Garrison

ATTEST:

Town Clerk – Erica Anderson

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Legacy Hill
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1. Signed Developers Agreement
2. Singed Water Allocation Agreement

Town of Dundee
Town Commission Staff Report
Reserve at Dundee Lakes
Certified Subdivision Plan

To:	Town of Dundee, Town Commission
Agenda Date:	June 2, 2026
Department:	Planning and Zoning
Request:	Consider the Certified Subdivision Plan (CSP) for Legacy Hill Subdivision
Applicant:	Bryan Hunter, Hunter Engineering, INC.
Property Owner:	Lagacy Hill of Dundee, LLC
Location:	Located west of H.L. Smith Rd., south of Weiberg Rd., east of 8 th street, north side of Lake Marie Dr. in the Town of Dundee
Area Size & Parcel Number(s)	133.49 +/-, 272835-000000-041060, 272835-000000-041070, 272835-000000-042010, 272835-000000-042020, 272835-000000-042040, 272835-000000-042060, 272835-000000-044050, 272902-000000-031010, 272902-000000-031040, 272902-000000-033010, 272902-000000-033020, and 272902-000000-031030
Staff Recommendation (DRC):	Approval
Prepared By:	Lorraine Peterson, Development Director

BACKGROUND

The Applicant, Bryan Hunter, Hunter Engineering INC. on behalf of Legacy Hill of Dundee LLC is requesting approval of the Certified Subdivision Plan (CSP) for Legacy Hill Subdivision. The proposed subdivision is located on 133.49+/- acres of land and is located west of Lake Mabel Loop Rd, south side of Almburg Rd., east side of Highway 17 (N Scenic Hwy.), and on the north side of Stalnaker Rd. further described as parcels: 272835-000000-041060, 272835-000000-041070, 272835-000000-042010, 272835-000000-042020, 272835-000000-042040, 272835-000000-042060, 272835-000000-044050, 272902-000000-031010, 272902-000000-031040, 272902-000000-033010, 272902-000000-033020, and 272902-000000-031030. 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 492 single-family units and 6.17 +/- acres of open space (5.71+/- acres required) to be owned and maintained by the Homeowners Association (HOA). The Town Commission approved the Concept Plan/Park Dedication on August 31, 2022 through Resolution 22-32 and the Preliminary site Plan (PSP) letter was administratively approved and letter sent out on September 27, 2023.

Town of Dundee
 Town Commission Staff Report
 Reserve at Dundee Lakes
 Certified Subdivision Plan

CERTIFIED SUBDIVISION PLAN

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

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

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

The Overall Site Plan portion of the proposed Certified Subdivision Plan for the Reserve at Dundee Lakes can be seen below.

POTABLE WATER AND WASTEWATER

The Legacy Hill Subdivision has 1 agriculture well that received 130,900 gpd. The proposed demand for potable water is 123,000 gpd leaving an excess of 7,900 gpd.

Estimated Demand is as follows:

Table 1

Permitted Intensity 133.49 +/- acres	Maximum Permitted in RSF-3 5 units/acres= 668 units	Proposed Permitted in RSF-3 3.69 units/acre=492
Potable Water Consumption	668X 250 = 167,000 GPD	492 X 250 = 123,000 GPD
Wastewater Generation	668 X 200 = 133,600 GPD	492 X 200= 98,400 GPD

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Reserve at Dundee Lakes
Certified Subdivision Plan

ROADWAYS/TRANSPORTATION NETWORK

Estimated Demand is as follows:

Table 2

Permitted Intensity 211.74+/- acres	Maximum Permitted in RSF-3 RSF-3 @ 5 units/acres= 668 units	Proposed Permitted in RSF-3 RSF-3 @3.69 units/acres = 492 units
Average Annual Daily Trips (AADT)	668 X 7.81 = 5,271 AADT	492 X 7.81 = 3,843 AADT
PM Peak Hour Trip	668 X 1.00= 668 PM Peak	492 X 1.00 = 492 PM Peak

Source: Polk TPO April 8, 2022 -ITE Code 210-Single Family Detached rate per unit 7.81 AADT and 1.00 AADT PM Peak Hour

Available Capacity is as follows:

Table 3 Roadway Link Concurrency

Link #	Road Name	Functional Classification	Current Level of Service (LOS)	Available Peak Hour Capacity	Minimum LOS Standard	5- Year Peak Hr. Projected LOS
8204N	H.L. Smith Road (Lake Mabel Loop Rd. to CR 542/Hatchineha Rd.)	Rual Minor Collector	C	601	E	C
8204S			C	594	E	C
5206 N	SR 17 (Scenic Highway) Waverly Rd.to Main ST @ Center ST	Urban Major Collector	C	291	D	C
5206 S			C	245	D	C

Source: Polk Transportation Planning Organization-2023 Roadway Network Database

STREET NAMES

According to section 7.01.07 11 (A) (2) C of the Land Development Code the Town Commission shall have the authority to approve or disapprove any street name, listed below are the proposed street name for the subdivision.

- | | | |
|----------------|--------------------|---------------|
| -Charlee Court | -Lady Bug Bay Lane | -Jake Road |
| -Patrick Place | -Tazmania Terrace | -Thayer Blvd. |
| -Kacie Street | -Lindsey Lane | -Citrus Court |
| -Sydney Street | -Trey Trace Lane | |
| -Tommy Place | -Michelle Way | |

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Town Commission Staff Report
Legacy Hill Subdivision
Certified Subdivision Plan

PUBLIC SCHOOLS

Name of School	Proposed Use Estimated Demand	Current Enrollment	Concurrency Capacity	Capacity Available	Average Driving Distance from Subject Site
Spook Hill Elementary School (zoned)	86	603	758	Yes	9.3 ± miles driving distance
McLaughlin Middle & Fine Arts Academy (zoned)	36	449	1,209	Yes	10.9± miles driving distance
Winter Haven Senior High School (zoned)	59	2,404	2,327	Yes	7.0± miles driving distance

Source: Polk County School Board- School Concurrency issued by PCSB are valid for 18 months after platting is approved by the municipality.

CONDITIONS

Please see conditions in Resolution 26-14.

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the Certified Subdivision Plan for Legacy Hill Subdivision on the basis of the information provided by the applicant, recent site visits, and the analysis conducted within this staff report, the Development Review Committee finds that with the proposed conditions, the request by the applicant Bryan Hunter, Hunter Engineering, INC. on behalf of Legacy Hill of Dundee, LLC is compatible with surrounding land uses and general character of the area, is consistent with the Town of Dundee Comprehensive Plan and Land Development Code, and therefore recommends **approval of Legacy Hill Subdivision Certified Subdivision Plan (CSP).**

DRC Team:

- TOD Fire Chief- Chief Joseph Carbone
- TOD Public Works Director-Johnathan Vice
- TOD Utilities Director-Tracy Mercer
- TOD Utilities Supervisor- Raymond Morales
- TOD Development Director-Lorraine Peterson
- TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

Town of Dundee
Town Commission Staff Report
Legacy Hill Subdivision
Certified Subdivision Plan

TOD Consulting Attorney- Markeishia L. Smith, The law Offices of Markeishia L. Smith, P.A.

TOWN COMMISSION REVIEW

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

MOTION OPTIONS:

1. I move the Town Commission **approve Resolution 26-14**, a resolution for the Certified Subdivision Plan for Legacy Hill Subdivision, a request by the applicant Bryan Hunter, Hunter Engineering, INC. on behalf of Legacy Hill of Dundee, LLC.
2. I move the Town Commission **approve with conditions or changes to Resolution 26-14**, a resolution for the Certified Subdivision Plan for Legacy Hill Subdivision, a request by the applicant Bryan Hunter, Hunter Engineering on behalf of Legacy Hill of Dundee, LLC.
3. I move the Town Commission **to deny Resolution 26-14**, a resolution for the Certified Subdivision Plan for Legacy Hill Subdivision, a request by the applicant Bryan Hunter, Hunter Engineering, INC. on behalf of Legacy Hill of Dundee, LLC.

Attachments:

Resolution 26-14(separately)

Conditions

Location Map

Aerial Map

CSP

Developers Agreement

Water Allocation Agreement

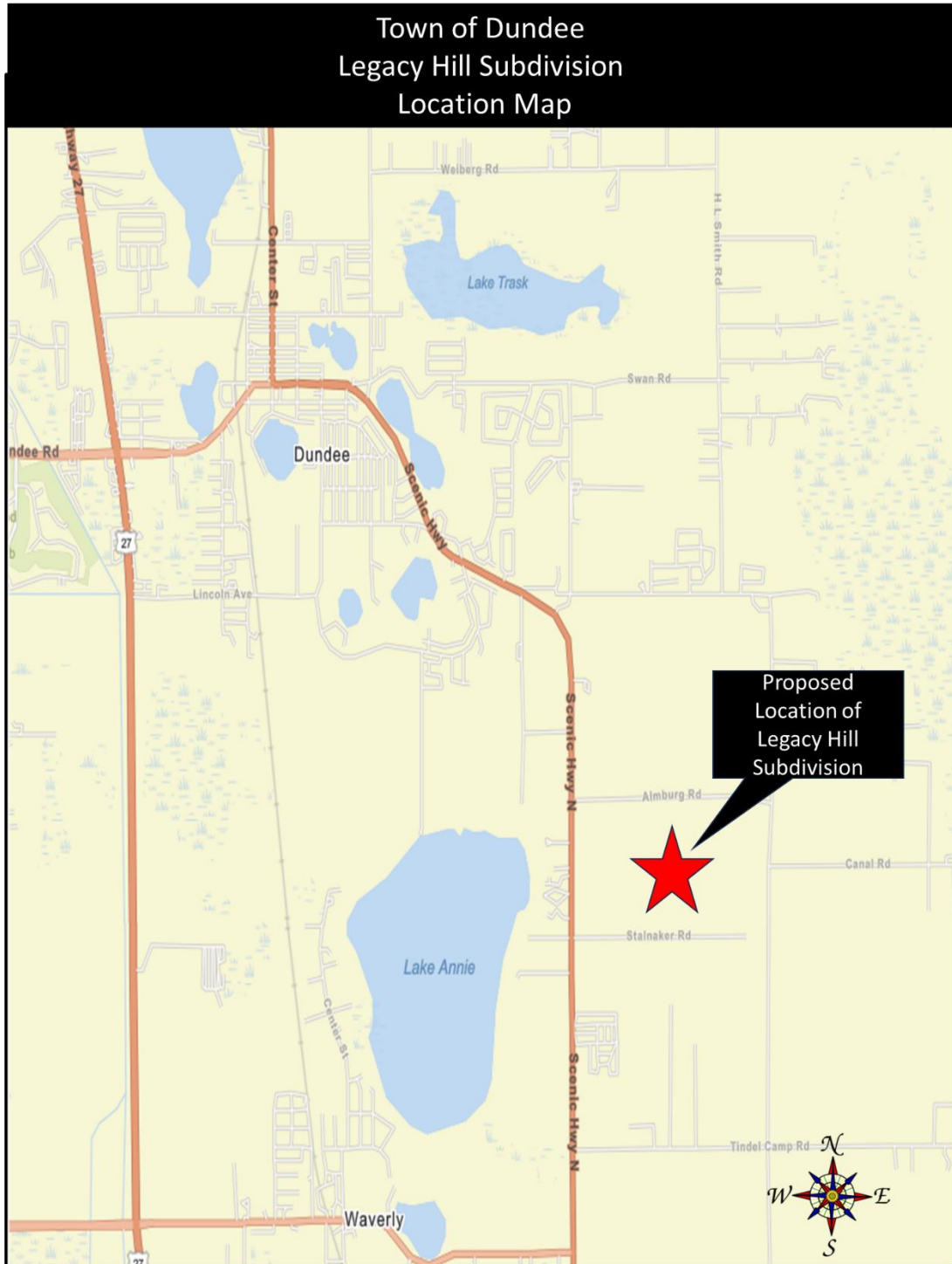
Town of Dundee
Town Commission Staff Report
Legacy Hill Subdivision
Certified Subdivision Plan

Conditions

1. Signed Developers Agreement
2. Signed Water Allocation Agreement

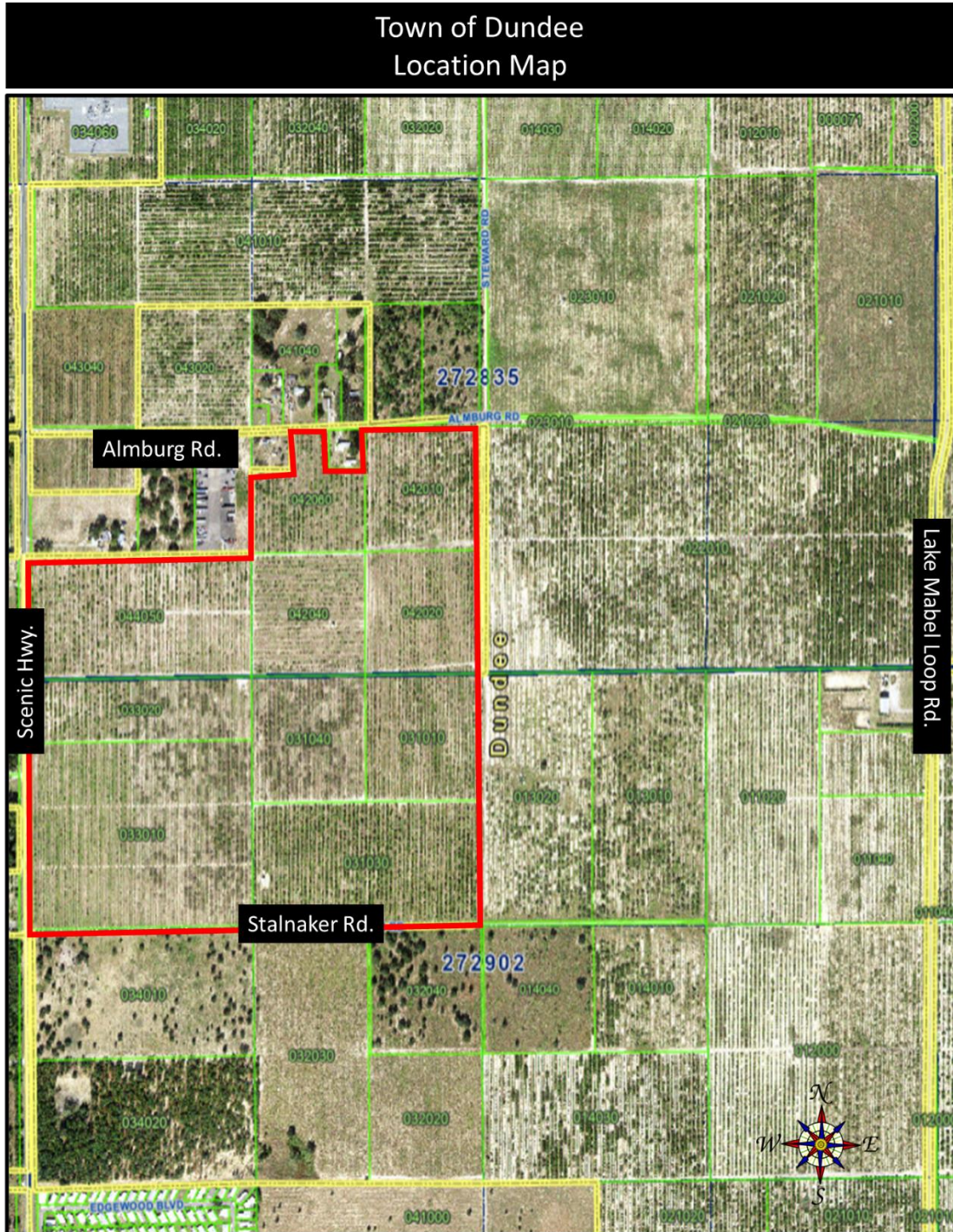
Town of Dundee
Town Commission Staff Report
Legacy Hill Subdivision
Certified Subdivision Plan

Location Map



Town of Dundee
Town Commission Staff Report
Legacy Hill Subdivision
Certified Subdivision Plan

Aerial Map







Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Lorraine Peterson- Planning & Zoning Department	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, SITE DEVELOPMENT PLAN APPROVAL FOR WAWA AND BIG DAN'S CARWASH.		
STAFF RECOMMENDATION: (MOTION READY)	I move approval of the Site Development Plan for Wawa and Big Dan's Car Wash by the applicant Matthew Dundee Investments, LLC.		
SUMMARY and/or JUSTIFICATION:	<p>The Applicant, Matthew Dundee Investments, LLC is requesting approval of a site development plan for the construction of a Wawa Gas Station and Big Dan's Carwash. The proposed site is located at the northeast corner of Highway 27 and Dundee Road on 2.86 +/- acres in the Town of Dundee in Section 29, Township 28, Range 27, further described as parcels:</p> <p style="text-align: center;">272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390</p>		
SELECT, if applicable	AGREEMENT:		BUDGET:
	STAFF REPORT:	X	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>	Staff Report Location Map Aerial Map Site Development Plan		
SELECT, if applicable	RESOLUTION: N/A		ORDINANCE: N/A
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):	This Ordinance will not produce any fiscal impacts to the Town.		\$0.00

Town of Dundee Town Commission Meeting Wawa and Big Dan's Carwash Site Development Plan Approval

	<p>To: Town Commission</p>
	<p>Agenda Date: June 2, 2026</p>
	<p>Department: Planning and Zoning</p>
	<p>Discussion Topic: Site Development Plan Approval</p>
	<p>Requested Action: To approve the site development plan for Wawa and Big Dan's Carwash</p>
	<p>Prepared By: Lorraine Peterson, Development Director</p>
	

SITE LOCATION

The site proposed is situated on 2.92 +/- acres and located at the northeast corner of Highway 27 and Dundee Road in Dundee, FL, further described as parcels: 272829-848000-001430, 272829-848000-001060, 272829-848000-001082, 272829-848000-001080, 272829-848000-001102, 272829-848000-001101, 272829-848000-001121, 272829-848000-001122, 272829-848000-001142, 272829-848000-001141, 272829-848000-001371, 272829-848000-001372, 272829-848000-001390 in Section 29, Township 28, Range 27. The proposed site has an existing Future Land Use (FLU) designation of commercial and the Zoning classification of Highway Commercial (CH).

BACKGROUND

The Land Development Code requires a site development plan approval prior to the issuance of a building permit for all non-residential uses, please see section 7.02.02 of the LDC. Section 7.02.03 gives the procedures for such an approval.

The Development Review Committee has reviewed the site development plan submitted by Matthew Dundee Investments LLC for Wawa and Big dan's Carwash and determined the plan is consistent with the comprehensive plan and land development code for the Town of Dundee.

SITE DEVELOPMENT PLAN Per Section 7.02.01 of the Land Development Code, the purpose of the Site Development Plan is to ensure that site-specific development projects meet the requirements of this code prior to the issuance of a building permit. It is the intent of this section that the site development plan process be a part of the building permit application process, in that the site development plan is the instrument by which improvements to the site will be

Town of Dundee

Town Commission Meeting

Wawa and Big Dan's Carwash

Site Development Plan Approval

constructed and inspected, and by which final inspection and certificate of occupancy shall be issued. Approval Site Development Plans are valid for one year from the date of approval. Upon approval of the Site Development Plan, the applicant may proceed with submitting detailed construction drawings to the appropriate town staff for permitting. These shall include, but are not limited to, detailed building plans, drainage and stormwater management facilities, road and driveway construction specifications, and tree removal plans.

ANALYSIS

The proposed site has a future land use of Commercial and a zoning designation of Highway Commercial (CH). According to the LDC, Section 2.02.01 (A) Table of Land Uses, retail commercial stores with no outdoor use or storage, is a permitted use.

➤ Environmental

➤ Potable Water

The proposed Wawa will have a water demand of 1,912.2 gpd and the proposed Big Dan's Carwash water demand is 17,280 gpd. The Town has capacity.

➤ Solid Waste

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

➤ Parking

Per section 3.03.02 off-street parking for general retail sales the minimum parking spaces is 4.0 per 1,000 sqft. gross floor area (SFGFA) and. For a building that is 6,374 square feet, 24 parking spaces is the minimum required, 54 parking spaces are provided, 3 of the 52 are ADA compliant, will also be 5 spaces for bicycles.

➤ Schools

Not Applicable

➤ Roads

A Transportation study was submitted to the Town and signed off on by the consulting transportation engineer, George Deakin of Deakin Property Services, Inc.

Town of Dundee
Town Commission Meeting
Wawa and Big Dan's Carwash
Site Development Plan Approval

CONDITIONS

Conditions related to Town Commission approving a text amendment for section 3.06.07- Underground Seepage Systems and completion of all technical review comments are included in the attachments.

DEVELOPMENT REVIEW COMMITTEE

As required by Section 7.02.03.01 (c) of the LDC, DRC members have reviewed the site development plan for Wawa and Big Dan's Car Wash with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC:

TOD Fire Chief- Chief Joseph Carbone

TOD Public Works Director- Johnathan Vice

TOD Utilities Director- Tracy Mercer

TOD Utilities Supervisor- Raymond Morales

TOD Development Director- Lorraine Peterson

TOD Consulting Engineering Firm- Rayl Engineering and Surveying, LLC

TOD Consulting Attorney- Markeishia L. Smith, P.A.

TOD Transportation Subconsultant- George Deakin of Deakin Property Services, Inc.

TOWN COMMISSION REVIEW

Per Section 7.02.04, the Town Commission shall have the authority to review and approve or disapprove any site development plan. Alternatively, the development director may determine that a site development plan is inappropriate for administrative approval. In such cases, the town commission shall review and evaluate the site development plan with specific regard to the comprehensive plan, applicable town codes, and the advisory recommendations of town staff. The town commission shall approve, approve with conditions, or deny the site plan.

In the alternative, the commission may, for the purpose of allowing the applicant an opportunity to address unresolved issues, continue consideration of the site plan. In the event a site development plan is denied, the reason(s) for the denial shall be noted.

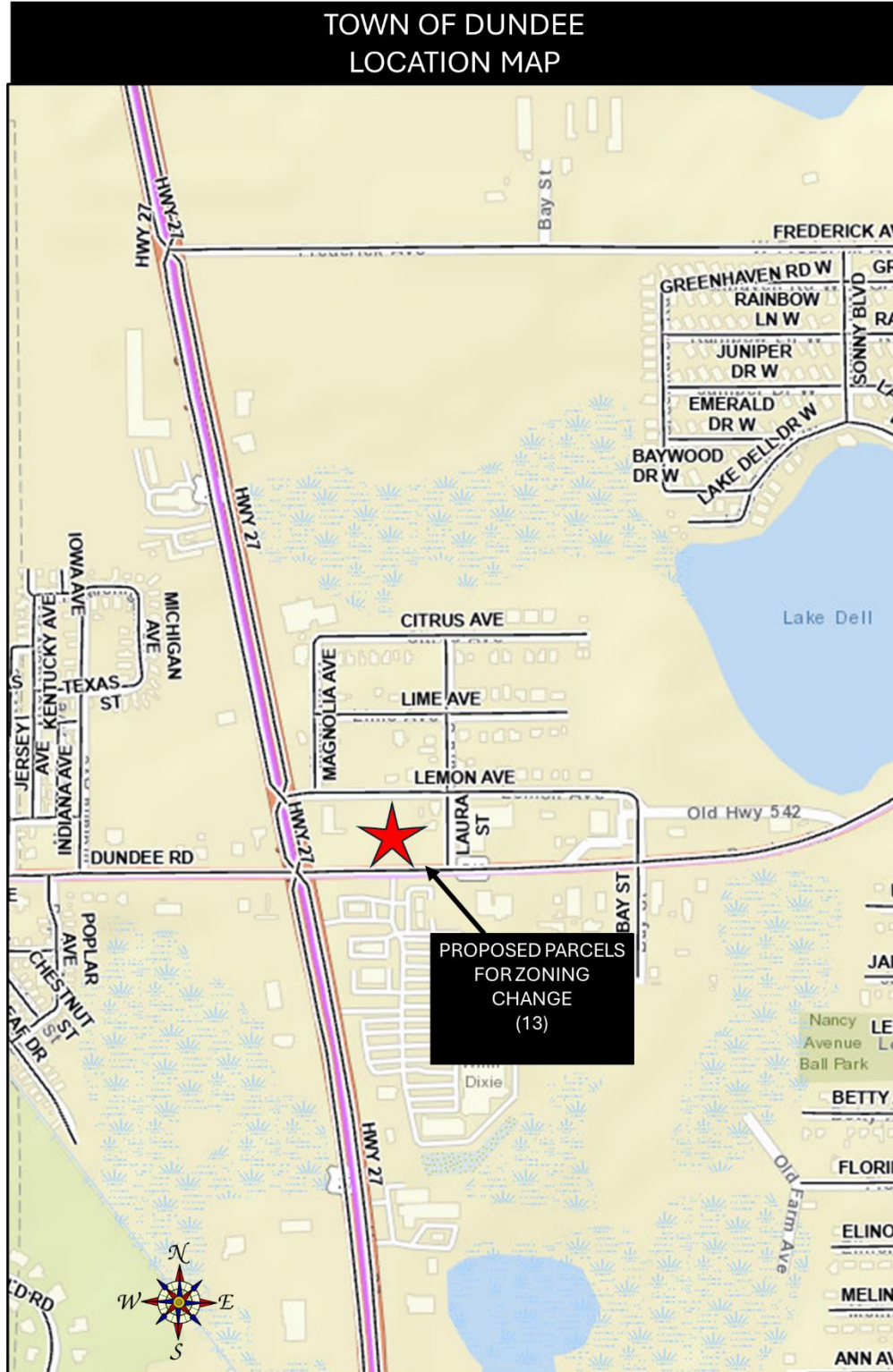
Town of Dundee
Town Commission Meeting
Wawa and Big Dan's Carwash
Site Development Plan Approval

MOTION OPTIONS:

1. I move **approval of the Site Development Plan** for Wawa and Big Dan's Car Wash by the applicant Matthew Dundee Investments, LLC.
 2. I move **approval with conditions of the Site Development Plan** for Wawa and Big Dan's Car Wash by the applicant, Matthew Dundee Investments, LLC.
 3. I move **denial of the Site Development Plan** for Wawa and Big Dan's Car Wash by the applicant, Matthew Dundee Investments, LLC.
 4. I move **continuing the Site Development Plan** for Wawa and Big Dan's Car Wash by the applicant, Matthew Dundee Investments, LLC.
-

Attachments: Location Map
Aerial Map
Site Plan

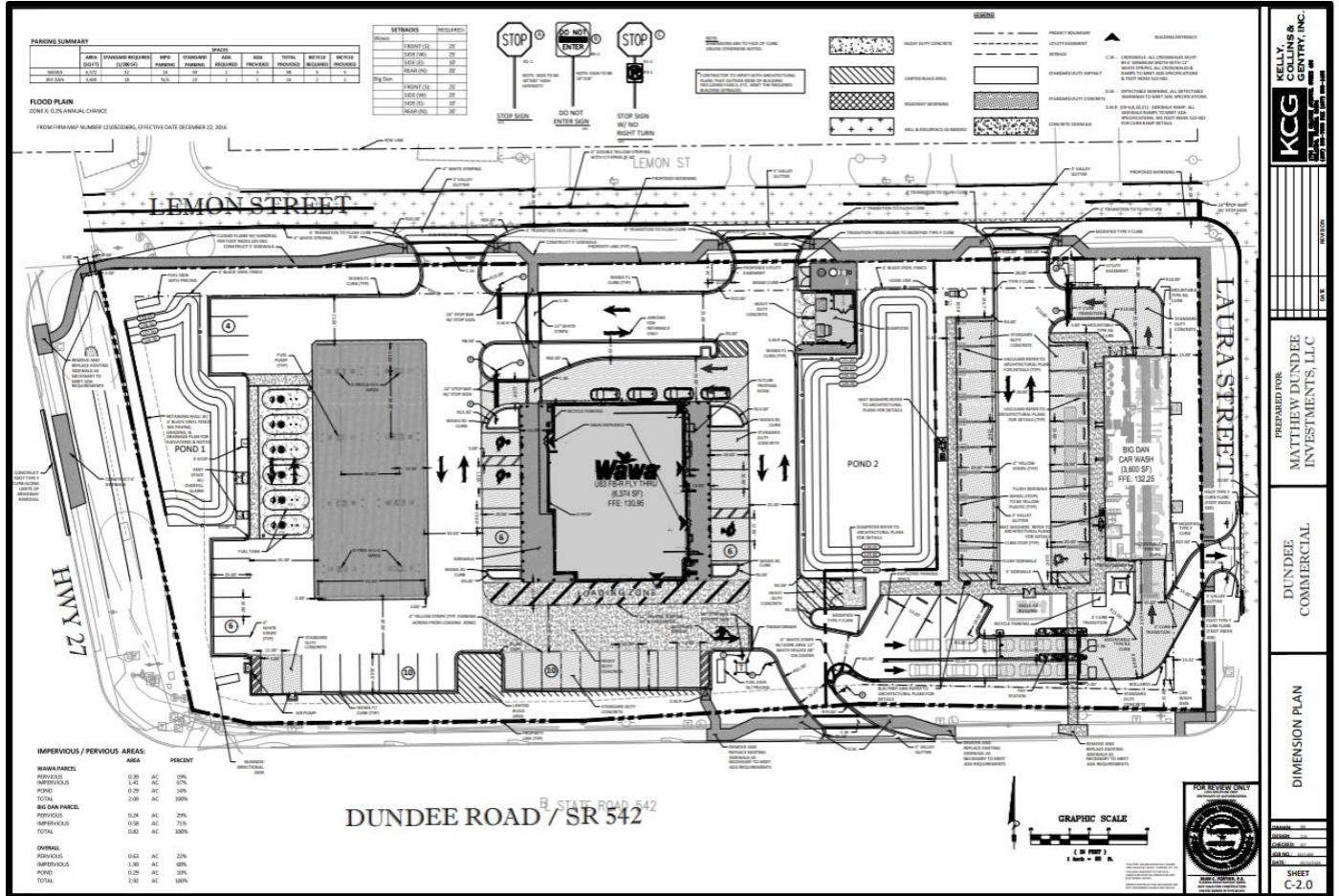
Town of Dundee Town Commission Meeting Wawa and Big Dan's Carwash Site Development Plan Approval Location Map



Town of Dundee
Town Commission Meeting
Wawa and Big Dan's Carwash
Site Development Plan Approval
Aerial Map



Town of Dundee Town Commission Meeting Wawa and Big Dan's Carwash Site Development Plan Approval Site Development Plan





Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, RESOLUTION 26-15 THE LANDINGS AT LAKE MABEL LOOP PERFORMANCE BOND ACCEPTANCE		
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends that the Town Commission approve the Resolution accepting the Performance Bond submitted by KB Home Orlando, LLC for Landings at Lake Mabel Loop Phase 2 and authorize the Town Manager to execute any necessary administrative documents related thereto.		
SUMMARY and/or JUSTIFICATION:	<p>KB Home Orlando, LLC has submitted a Performance Bond to the Town of Dundee for infrastructure and public improvements associated with the development known as Landings at Lake Mabel Loop Phase 2. Pursuant to the Town of Dundee Land Development Code and applicable development requirements, the developer is required to provide financial security to guarantee the construction and completion of required public infrastructure and related improvements associated with the development.</p> <p>Town staff and the Town's consultants have reviewed the submitted Performance Bond and determined that the bond form and amount satisfy applicable Town requirements and approved development conditions. Acceptance of the Performance Bond provides financial assurance to the Town that the required public infrastructure and improvements will be completed in accordance with approved plans, specifications, and Town standards.</p> <p>The proposed resolution authorizes acceptance of the Performance Bond and authorizes the Town Manager to take all actions necessary to implement the purposes of the Resolution.</p>		
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>	Resolution 26-14 The Landings at Lake Mabel Loop Performance Bond		
SELECT, if applicable	RESOLUTION: 26-15	X	ORDINANCE:

**IDENTIFY FULL
RESOLUTION OR
ORDINANCE TITLE**

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

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS; ACCEPTING A PERFORMANCE BOND POSTED BY KB HOME ORLANDO, LLC FOR CERTAIN REQUIRED INFRASTRUCTURE AND IMPROVEMENTS ASSOCIATED WITH LANDINGS AT LAKE MABEL LOOP PHASE 2; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Item 9.

FISCAL IMPACT *(if any):*

There is no direct fiscal impact as a result of this item

\$0.00

RESOLUTION NO. 26-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS; ACCEPTING A PERFORMANCE BOND POSTED BY KB HOME ORLANDO, LLC FOR CERTAIN REQUIRED INFRASTRUCTURE AND IMPROVEMENTS ASSOCIATED WITH LANDINGS AT LAKE MABEL LOOP PHASE 2; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 166, Florida Statutes, the Town possesses governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, KB Home Orlando, LLC (the "Developer"), is the developer and/or owner of certain real property and improvements associated with the development known as "Landings at Lake Mabel Loop Phase 2" (the "Development"); and

WHEREAS, pursuant to the Town of Dundee Land Development Code, the Developer is required to provide financial security to guarantee the installation, construction, and completion of certain public infrastructure and required improvements associated with the Development; and

WHEREAS, the Developer has submitted a Performance Bond (the "Performance Bond") in favor of the Town of Dundee to secure the completion of required infrastructure and improvements associated with Landings at Lake Mabel Loop Phase 2, with a copy of the Performance Bond attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, Town staff and/or the Town's consultants have reviewed the submitted Performance Bond and determined that the bond form and amount satisfy the applicable requirements of the Town of Dundee Land Development Code and applicable development approvals; and

WHEREAS, the Town Commission finds that acceptance of the Performance Bond is necessary and appropriate to ensure completion of the required public improvements and to protect the public health, safety, and welfare.

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

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

Section 2. Acceptance. The Town Commission of the Town of Dundee hereby accepts the Performance Bond submitted by KB Home Orlando, LLC, for the construction and completion of required infrastructure and improvements associated with Landings at Lake Mabel Loop Phase 2, subject to all applicable Town approvals, standards, development orders, engineering requirements, and conditions of approval. Acceptance of the Performance Bond shall not constitute acceptance of any public improvements by the Town

Section 3. Authorization. The Town Manager, or designee, is hereby authorized to execute any administrative documents and take any actions necessary to implement the purposes of this Resolution and to administer the Performance Bond in accordance with applicable law, Town Code, and approved development documents.

Section 4. Conflicts. All resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court or administrative body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6. Administrative Correction of Scrivener's Errors. The administrative correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or designee, without further action by the Town Commission, by filing a corrected or re-codified copy with the Town Clerk.”.

Section 7. Effective Date. This Resolution shall take effect immediately upon passage.

DULY INTRODUCED, PASSED, AND ADOPTED by the Town Commission of the Town of Dundee, Florida, at a duly noticed public meeting assembled on the _____

day of _____, 2026.

TOWN OF DUNDEE, FLORIDA

Joe Garrison, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney

Duplicate Original

Bond No. 30268395Date May 1, 2026**PERFORMANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando, LLC, as Principal, and The Continental Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Pennsylvania and duly licensed to conduct surety business in the State of Florida, and having a minimum rating of A-1 in Best's Key Rating Guide, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Oblige, in the sum of Two million eight hundred seventy six thousand nine hundred twenty eight and 28/100 (\$2,876,928.28) Dollars, which amount is equal to one hundred twenty-five percent (125%) of the estimated cost of restoration of the public rights-of-way, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Land Development Code of the Town of Dundee (hereinafter the "LDC") and Town of Dundee Resolution No. 22-49 (hereinafter the "Resolution") are, by reference, incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as **Composite Exhibit "A"** and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Landings at Lake Mabel Loop Phase 2 platted subdivision, in accordance with the LDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference; and

WHEREAS, the LDC and/or Resolution requires the Principal to submit an instrument ensuring completion of construction of the Improvements and restoration of the public rights-of-way in accordance with the Town Code and permit requirements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Landings at Lake Mabel Loop Phase 2 subdivision in accordance with the Plans, LDC and Resolution by June 2, 2026 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division, upon the written approval and acceptance by the Oblige by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by July 2, 2027 or such later date the Oblige may approve, then this Bond shall be payable to the Oblige. This Bond shall remain in effect for a term of not less than one (1) year and

not more than eighteen (18) months after the anticipated date of completion of construction, restoration, and Town inspection. In the event the term of this Bond expires or is reasonably expected to expire prior to such period, the Principal shall obtain and provide a replacement bond in compliance with the Town Code.

2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.
3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
4. Applicable Law, Jurisdiction and Venue. This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

The Continental Insurance Company
 151 N. Franklin Street
 CHICAGO, IL 60606

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop Suite 100
Orlando, FL 32819

The Obligee at:

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

6. This bond may not be canceled, or allowed to lapse, until 60 days after receipt by the Town, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew.

[Signatures appear on the next page]

Initials *HW*

Page 3 of 4

[Signature]
Witness

Eileen Sesto
Printed Name

[Signature]
Witness

STEPHAN FECCA
Printed Name

[Signature]
Witness

Mechelle Larkin
Printed Name

[Signature]
Witness

Marie Claire Trinidad
Printed Name

PRINCIPAL:

KB Home Orlando, LLC
Name of Corporation

By: [Signature]

Michael Robertus
Printed Name

Title:
(SEAL)

SURETY:

The Continental Insurance Company
Name of Corporation

By: [Signature]

My Hua
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

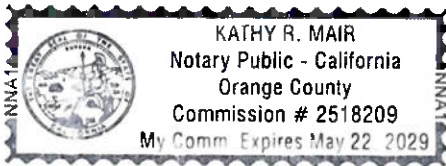
On MAY 01 2026 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kathy R Mair

Signature of Notary Public, Kathy R. Mair

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Item 9.

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathy R Mair, Mechelle Larkin, My Hua, Marie Claire Trinidad, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of February, 2026.



The Continental Insurance Company

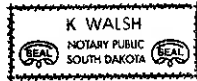
Larry Kasten

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 25th day of February, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires December 4, 2031

K Walsh

K. Walsh

Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this **MAY 01 2026** day of



The Continental Insurance Company

Paula Kolsrud

Paula Kolsrud

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Ken Cassel, Town Manager	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, APPROVAL OF FIRST AMENDMENT TO TRANSPORTATION INFRASTRUCTURE PROPORTIONATE SHARE AND IMPACT FEE CREDIT DEVELOPER'S AGREEMENT.		
STAFF RECOMMENDATION: (MOTION READY)	Staff recommends that the Town Commission approve the Resolution accepting the Performance Bond submitted by KB Home Orlando, LLC for Landings at Lake Mabel Loop Phase 2 and authorize the Town Manager to execute any necessary administrative documents related thereto.		
SUMMARY and/or JUSTIFICATION:	<p>The Town of Dundee and Dundee Reserve Holdings, LLC previously entered into a Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement dated February 19, 2026, and recorded on February 20, 2026, in Official Records Book 13889, Page 1460.</p> <p>The proposed First Amendment does not alter the Developer's proportionate share obligations, transportation impact fee credit provisions, reimbursement obligations, or required transportation improvements. Rather, the amendment modifies certain timing provisions contained within the Agreement.</p> <p>Specifically, the amendment revises the timing requirements associated with the Escrow Agreement and title evidence requirements by providing that such obligations shall occur within sixty (60) days following the Developer providing written notice to the Town of its intent to proceed with construction of the improvements identified in Section 4.7.1 of the Agreement.</p> <p>The amendment provides additional flexibility regarding implementation and scheduling of the escrow and title evidence requirements while maintaining all substantive obligations contained in the original Agreement. Town staff recommends approval.</p>		
SELECT, if applicable	AGREEMENT	<input checked="" type="checkbox"/>	BUDGET:
	STAFF REPORT:	<input checked="" type="checkbox"/>	PROCLAMATION:
	EXHIBIT(S):	<input checked="" type="checkbox"/>	OTHER: <input checked="" type="checkbox"/>
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Resolution No. 26-16 First Amendment to Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement		
SELECT, if applicable	RESOLUTION: 26-16	<input checked="" type="checkbox"/>	ORDINANCE:

**IDENTIFY FULL
RESOLUTION OR
ORDINANCE TITLE**

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

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS; APPROVING THE FIRST AMENDMENT TO THE TRANSPORTATION INFRASTRUCTURE PROPORTIONATE SHARE AND IMPACT FEE CREDIT DEVELOPER'S AGREEMENT BETWEEN THE TOWN OF DUNDEE AND DUNDEE RESERVE HOLDINGS, LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT AND TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Item 10.

FISCAL IMPACT *(if any):*

There is no direct fiscal impact as a result of this item

\$0.00



Town of Dundee

TOWN MANAGER

◆ 202 E. Main Street ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆ Fax (863) 438-8339

TOWN OF DUNDEE

STAFF REPORT

TO: Mayor and Town Commission

FROM: Lorraine Peterson, Planning & Zoning Director
Ken Cassel, Town Manager

DATE: June 2, 2026

RE: First Amendment to Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement – Dundee Reserve Holdings, LLC

BACKGROUND

On February 19, 2026, the Town of Dundee and Dundee Reserve Holdings, LLC ("Developer") entered into a Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement (the "Agreement"), which was subsequently recorded in the Public Records of Polk County, Florida.

The Agreement establishes the framework for the design, permitting, construction, reimbursement, and funding of certain transportation infrastructure improvements and identifies the rights and obligations of the Town and the Developer with respect to proportionate share contributions and transportation impact fee credits.

The Developer has requested approval of a First Amendment to the Agreement. The proposed amendment has been reviewed by Town staff and the Town Attorney.

PURPOSE OF THE AMENDMENT

The purpose of the First Amendment is to modify certain timing requirements contained within the original Agreement.

Specifically, the amendment revises:

- The 47th WHEREAS clause of the Agreement;
- Section 3.1 relating to the Escrow Agreement; and
- Section 4.2 relating to title evidence requirements.

Under the original Agreement, the timing of these obligations was tied to the execution and implementation of the Agreement. The proposed amendment instead ties these requirements to the Developer's written notice to the Town of its intent to proceed with construction of the transportation improvements identified in Section 4.7.1 of the Agreement.

The amendment provides that the parties shall negotiate and enter into the Escrow Agreement, and that the Developer shall provide required title evidence, within sixty (60) days following the Developer's written notice of its intent to proceed with construction.

STAFF ANALYSIS

Staff finds that the proposed amendment is reasonable and appropriate.

The amendment does not eliminate any requirements contained in the Agreement. Rather, it modifies the timing of certain contractual obligations so that they are triggered by the Developer's commencement of the applicable transportation improvements.

The amendment does not alter:

- The transportation improvements required by the Agreement;
- The proportionate share contribution framework;
- The transportation impact fee credit provisions;
- The reimbursement methodology;
- The Town's authority under the Agreement; or
- The overall purpose and intent of the original Agreement.

Instead, the amendment aligns the escrow and title evidence requirements with the actual commencement of construction activities, thereby providing additional administrative flexibility while preserving the underlying obligations of the parties.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed the proposed First Amendment and finds it legally sufficient as to form.

The amendment modifies the timing of certain contractual obligations relating to the Escrow Agreement and title evidence requirements. The amendment does not alter the transportation improvements to be constructed, the proportionate share contribution methodology, the impact fee credit framework, or the overall intent and purpose of the original Agreement.

FISCAL IMPACT

The proposed First Amendment does not create any additional fiscal impact to the Town and does not increase the Town's financial obligations under the original Agreement.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 26-16 approving the First Amendment to the Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement between the Town of Dundee and Dundee Reserve Holdings, LLC.

MOTION

I move approval of Resolution No. 26-16 approving the First Amendment to the Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement between the Town of Dundee and Dundee Reserve Holdings, LLC.

RESOLUTION NO. 26-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS; APPROVING THE FIRST AMENDMENT TO THE TRANSPORTATION INFRASTRUCTURE PROPORTIONATE SHARE AND IMPACT FEE CREDIT DEVELOPER'S AGREEMENT BETWEEN THE TOWN OF DUNDEE AND DUNDEE RESERVE HOLDINGS, LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT AND TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town possesses all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Dundee Reserve Holdings, LLC (the "Developer"), and the Town entered into that certain Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement dated February 19, 2026, and recorded on February 20, 2026, in Official Records Book 13889, Page 1460, Public Records of Polk County, Florida (the "Agreement"); and

WHEREAS, the Developer and the Town have negotiated a First Amendment to the Agreement (the "First Amendment"), attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the First Amendment modifies certain notice and timing provisions relating to the Escrow Agreement and title evidence requirements associated with the transportation infrastructure improvements contemplated by the Agreement; and

WHEREAS, the Town Commission finds that approval of the First Amendment is consistent with the Town's adopted policies, serves a valid public purpose, and promotes the public health, safety, and welfare.

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

Section 1. Incorporation of Recitals. The above-referenced factual recitals and referenced exhibit(s) are incorporated herein as true and correct statements which form a factual and material basis for the passage of this Resolution, and the Town Commission hereby adopts such recitals as legislative findings supporting the passage of this Resolution.

Section 2. Approval of First Amendment. The Town Commission hereby approves the First Amendment to the Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement between the Town of Dundee and Dundee Reserve Holdings, LLC, attached hereto as Exhibit "A," subject to all applicable laws, ordinances, development approvals, and conditions.

Section 3. Authorization. The Town Manager, or designee, is hereby authorized to execute the First Amendment and any related documents, and to take all actions necessary to implement the purposes of this Resolution.

Section 4. Recordation. The Town Clerk is hereby authorized and directed to record the executed First Amendment and any related documents in the Public Records of Polk County, Florida, as may be required or deemed appropriate.

Section 5. Conflicts. All resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court or administrative body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 7. Administrative Correction of Scrivener's Errors. The administrative correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or designee, without further action by the Town Commission, by filing a corrected copy with the Town Clerk.

Section 8. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this ___ day of _____, 2026.

DULY INTRODUCED, PASSED, AND ADOPTED by the Town Commission of the Town of Dundee, Florida, at a duly noticed public meeting assembled on the _____ day of _____, 2026.

TOWN OF DUNDEE, FLORIDA

Joe Garrison, Mayor

ATTEST WITH SEAL:

Erica Anderson, Town Clerk

Approved as to form:

Markeishia Smith, Town Attorney

**FIRST AMENDMENT TO
TRANSPORTATION INFRASTRUCTURE
PROPORTIONATE SHARE
AND
IMPACT FEE CREDIT
DEVELOPER’S AGREEMENT**

THIS FIRST AMENDMENT TO TRANSPORTATION INFRASTRUCTURE PROPORTIONATE SHARE AND IMPACT FEE CREDIT DEVELOPER’S AGREEMENT (hereafter the “First Amendment”), made this ___ day of _____, 2026, by and between **DUNDEE RESERVE HOLDINGS, LLC**, an active Delaware limited liability company authorized to transact business in the State of Florida (hereafter the “Developer”), and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the "Town"), on behalf of themselves, their permitted assigns and successors-in-interest, in exchange for the covenants and consideration(s) set forth below, acknowledge and agree:

WITNESSETH:

WHEREAS, the Developer and the Town entered in that certain Transportation Infrastructure Proportionate Share and Impact Fee Credit Developer's Agreement (the "Agreement") dated February 19, 2026, and recorded February 20, 2026, in Official Records Book 13889, Page 1460; and

WHEREAS, this First Amendment does not affect any of the obligations of the Developer or the Town under the Agreement, but only results in a change to the timing for certain notices and deliverables described in the Agreement; and

WHEREAS, Section 9 of the Agreement provides for modification of the Agreement in the form of a written amendment properly executed by both the Town and

the Developer.

NOW THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Incorporation of Recitals. The above-referenced factual recitals are incorporated herein as true and correct statements.

2. Amendment of WHEREAS Clause. The Developer and the Town agree to amend the 47th WHEREAS clause on page 6 of the Agreement by deleting the clause and replacing it with the following:

"**WHEREAS**, Developer and Town acknowledge and agree that, within sixty (60) days following the Developer providing written notice to the Town of its intent to proceed with construction of the improvements identified in §4.7.1 of this Agreement, the Developer and Town will negotiate and enter into an Escrow Agreement for the purpose of reimbursing the Developer for all its costs related to the design, permitting, and construction of the Improvements (see **Composite Exhibit "C"**) and Infrastructure Improvements (see **Composite Exhibit "E"**); and"

3. Amendment of Section 3.1, Escrow Agreement. The Developer and the Town agree to amend the first paragraph of Section 3.1 on page 9 of the Agreement by deleting the paragraph and replacing it with the following:

"Within sixty (60) days of Developer providing written notice to the Town of its intent to proceed with construction of the improvements in §4.7.1, the Developer and Town shall negotiate and enter into an Escrow Agreement for purposes of delivering payment of any proportionate fair share contribution(s) and certain transportation impact fee funds used for the purpose of expanding the Town's public transportation capital facilities."

4. Amendment of Section 4.2. The Developer and the Town agree to amend Section 4.2 on page 11 of the Agreement by deleting the section and replacing it with the following:

"No later than sixty (60) days following the Developer providing written notice to the Town of its intent to proceed with construction of the improvements in §4.7.1, the Developer shall provide the Town with title evidence establishing clear and unencumbered fee simple ownership of any real property acquired for the purpose of designing, permitting, constructing and procuring the Infrastructure Improvements (see **Composite Exhibit "E"**)."

5. Remaining Provisions. Except as to the terms and provisions amended by this First Amendment, all of the other terms and provisions of the Agreement shall

remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this First Amendment on the day(s) and year set forth below.

TOWN OF DUNDEE, FLORIDA

By: _____
Ken Cassel, Town Manager

Date: _____

Attest:

Erica Anderson, Town Clerk

Approved as to Form and Correctness

Town Attorney

Signature Blocks Continue on Next Page

WITNESSES

[Signature]
Witness

Moshe Grunfeld
Print Name

[Signature]
Witness

Zipi Koretz
Print Name

Dundee Reserve Holdings, LLC
a Delaware limited liability company

By: [Signature]

Name: Mark Goldschmidt

As Its: Manager

⁽¹⁶⁾ Province
State of Ontario
⁽¹⁰⁾ City County of Vaughan

The foregoing instrument is hereby acknowledged before me by means of physical presence or online notarization this 26th day of May, 2026, by Mark Goldschmidt, as Manager of Dundee Reserve Holdings, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires My commission is for life

MOSHE ZACHARY GRUNFELD
NOTARY PUBLIC,
IN AND FOR THE PROVINCE OF ONTARIO.
MY COMMISSION IS FOR LIFE





Meeting Agenda Coversheet

MEETING DATE:	June 2, 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>	DISCUSSION & ACTION, COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES		
STAFF RECOMMENDATION: (MOTION READY)	At the will of the Commission		
SUMMARY and/or JUSTIFICATION:	The legislative assignments are considered annually. The following chart indicates the available committees.		
SELECT, if applicable	AGREEMENT	<input type="checkbox"/>	BUDGET:
	STAFF REPORT:	<input type="checkbox"/>	PROCLAMATION:
	EXHIBIT(S):	<input checked="" type="checkbox"/>	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Commissioner Appointment to Committees Chart		
SELECT, if applicable	RESOLUTION:	<input type="checkbox"/>	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):	There is no direct fiscal impact as a result of this item		\$0.00

Town of Dundee

Commissioner Appointments to Committees:

<u>Committee</u>	<u>Appointed Representative</u>	<u>Occurrence</u>
Camp Endeavor Liaison		Monthly
Dundee Elementary Academy - School Advisory Council (SAC)	Commissioner Wilson	Monthly (school year)
Dundee Ridge Middle School - School Advisory Council (SAC)		Quarterly
Polk County Transportation Planning Organization (TPO)		Bi-Monthly
Polk Transit Board of Directors		Varies
Ridge League of Cities Board of Directors		Monthly
Ridge Scenic Highway Committee		Quarterly
US 27 East Ridge Advocacy Group		Monthly
Polk County Water Co-Op Board of Directors		Monthly
Town of Dundee Library Liaison	Commissioner Richardson	Varies
Polk County Citizen Relation Advisory Committee		Varies



Meeting Agenda Coversheet

MEETING DATE:	June 2, 2026	Submitted By: Joe Garrison, Mayor	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, COMMISSION BUDGET AND SPENDING		
STAFF RECOMMENDATION: (MOTION READY)	At the will of the Commission		
SUMMARY and/or JUSTIFICATION:	This item is commission-initiated to discuss the Town Commission's spending budget for Ridge League of Cities Dinners and Legislative Conferences.		
SELECT, if applicable	AGREEMENT	<input type="checkbox"/>	BUDGET:
	STAFF REPORT:	<input type="checkbox"/>	PROCLAMATION:
	EXHIBIT(S):	<input type="checkbox"/>	OTHER:
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	FY 2025/2026 RLC Dinner Costs FY 2025/2026 Legislative Conference Costs		
SELECT, if applicable	RESOLUTION:	<input type="checkbox"/>	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):	There is no direct fiscal impact as a result of this item		\$0.00

Range of Accounts: 001-511-400 to 001-511-400 Date Range: 10/01/25 to 09/30/26 Include Accounts with Zero Activity: No

Audit Report Type: Standard

Note: Transaction Beginning Balance includes all Adds/Changes occurring on or prior to the Transaction Ending Date.

* Transaction is included in Previous and/or Begin Balance

** Transaction is not included in Balance

En = PO Line Item First Encumbrance Date

BC = Blanket Control

BS = Blanket Sub

Account No	Description	Vendor/Reference	Trans Amount	Begin Balance	User
Date	Transaction Data/Comment			Trans Balance	
001-511-400	Travel & Training			0.00	
10/06/25 PO 26000022	1 Void	RIDGE LEAGUE DINNR MEETING PENNA015 PENNANT SAMUEL	En 10/06/25 40.60 **	0.00	ZDANCY
10/08/25 PO 26000006	1 Paid Ck 21893	RIDGE LEAGUE DINNER 10/9/25 CITY0200 CITY OF WINTER HAVEN	En 10/02/25 315.00-	315.00-	ZDANCY
10/09/25 PO 26000397	3 Paid Ck100939	Credit Card #6237 08.15-9.15 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 10/09/25 3,401.84-	3,716.84-	CLA-TACC
10/22/25 PO 26000081	1 Paid Ck 21936	BREAKFAST PER DIEM WILSO060 WILSON, ANNETTE	En 10/09/25 18.00-	3,734.84-	ZDANCY
10/22/25 PO 26000081	2 Paid Ck 21936	LUNCH PER DIEM WILSO060 WILSON, ANNETTE	En 10/09/25 33.00-	3,767.84-	ZDANCY
10/22/25 PO 26000081	3 Paid Ck 21936	DINNER PER DIEM WILSO060 WILSON, ANNETTE	En 10/09/25 57.00-	3,824.84-	ZDANCY
10/22/25 PO 26000081	4 Paid Ck 21936	IEMO TRAINING MILEAGE REIMBUR WILSO060 WILSON, ANNETTE	En 10/09/25 86.80-	3,911.64-	ZDANCY
10/22/25 PO 26000084	1 Paid Ck 21930	MILEAGE QUARLO035 QUARLES WILLIE	En 10/22/25 36.40-	3,948.04-	ZDANCY
11/12/25 PO 26000144	1 Paid Ck 21982	RIDGE LEAGUE DINNER - WH RICHA045 RICHARDSON MARY ANN	En 10/09/25 10.08-	3,958.12-	ZDANCY
11/12/25 PO 26000144	2 Paid Ck 21982	POLICY COMMITTEE MEETING RICHA045 RICHARDSON MARY ANN	En 10/17/25 49.06-	4,007.18-	ZDANCY
11/12/25 PO 26000144	3 Paid Ck 21982	IEMO II TRAINING - LK BUENA VI RICHA045 RICHARDSON MARY ANN	En 10/24/25 72.00-	4,079.18-	ZDANCY
11/12/25 PO 26000144	4 Paid Ck 21982	IEMO II TRAINING LK BUENA VIST RICHA045 RICHARDSON MARY ANN	En 10/24/25 42.42-	4,121.60-	ZDANCY
11/13/25 PO 26000028	1 Paid Ck 90	NOV 25' SCENIC HWY YARD SALE RIDGE RIDGE SCENIC HIGHWAY CME	En 10/07/25 100.00-	4,221.60-	ZDANCY
11/13/25 PO 26000162	1 Paid Ck 93	NOV CHAMBER LUNCHEON NORTH010 NORTHEAST POLK CHAMBER OF COMM	En 11/12/25 100.00-	4,321.60-	ZDANCY
11/24/25 PO 26000037	1 Paid Ck 120	FLC 25 LEGISLATIVE CONF 12/25 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 10/08/25 325.00-	4,646.60-	ZDANCY
11/24/25 PO 26000037	3 Paid Ck 120	FLC 25 LEGISLATIVE CONF 12/25 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 11/03/25 325.00-	4,971.60-	ZDANCY
12/16/25 PO 26000144	5 Paid Ck 22071	CHAMBER LUNCHEON 11/13/2025 RICHA045 RICHARDSON MARY ANN	En 11/13/25 15.54-	4,987.14-	ZDANCY
12/16/25 PO 26000144	6 Paid Ck 22071	FLC LEGISLATIVE CONF 12/3-12/5 RICHA045 RICHARDSON MARY ANN	En 12/03/25 46.20-	5,033.34-	ZDANCY
12/16/25 PO 26000144	7 Paid Ck 22071	FLC LEGISLATIVE CONF 12/3-12/5 RICHA045 RICHARDSON MARY ANN	En 12/03/25 36.00-	5,069.34-	ZDANCY
12/16/25 PO 26000144	8 Paid Ck 22071	FLC LEGISLATIVE CONF 12/3-12/5 RICHA045 RICHARDSON MARY ANN	En 12/03/25 6.00-	5,075.34-	ZDANCY
12/16/25 PO 26000144	9 Paid Ck 22071	FLC LEGISLATIVE CONF 12/3-12/5 RICHA045 RICHARDSON MARY ANN	En 12/03/25 19.00-	5,094.34-	ZDANCY
12/17/25 PO 26000195	1 Paid Ck 22075	RIDGE LEAGUE DINNER 12/11/25 CITY0210 CITY OF AUBURNDALE	En 12/03/25 245.00-	5,339.34-	ZDANCY
12/18/25 PO 26000234	1 Paid Ck 22084	INVESTOR MEMBERSHIP CENTRO060 CENTRAL FLORIDA DEVELOPMENT	En 12/18/25 2,000.00-	7,339.34-	ZDANCY
01/14/26 PO 26000037	6 Void	FLC 25 CONF HOTEL 12/3-12/5 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 12/02/25 440.00 **	7,339.34-	ZDANCY
01/14/26 PO 26000037	7 Paid Ck 229	FLC 25 CONF HOTEL 12/3-12/5/25 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 12/02/25 436.59-	7,775.93-	ZDANCY
01/14/26 PO 26000037	18 Paid Ck 229	IEMOII TRAIN HOTEL 10/23-10/24 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 10/23/25 485.31-	8,261.24-	ZDANCY
01/14/26 PO 26000037	32 Paid Ck 229	POLK CO DAYS HOTEL 1/21-1/23 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 01/09/26 430.81-	8,692.05-	ZDANCY
01/14/26 PO 26000037	33 Paid Ck 229	POLK CO DAYS HOTEL 1/21-1/23 CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 01/09/26 430.81-	9,122.86-	ZDANCY
01/14/26 PO 26000037	38 Paid Ck 229	RENAISSANCE HOTEL SEA CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 01/14/26 49.96	9,072.90-	ZDANCY
01/14/26 PO 26000037	39 Paid Ck 229	RENAISSANCE HOTEL SEA CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 01/14/26 42.60-	9,115.50-	ZDANCY
01/14/26 PO 26000037	40 Paid Ck 229	RENAISSANCE HOTEL SEA CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 01/14/26 445.36-	9,560.86-	ZDANCY
01/14/26 PO 26000037	41 Paid Ck 229	HILTON CITIZ010 CITIZENS BANK & TRUST - Crd Cd	En 01/14/26 53.82-	9,614.68-	ZDANCY

Account No	Description	Vendor/Reference	Trans Amount	Begin Balance	User
Date	Transaction Data/Comment			Trans Balance	
001-511-400	Travel & Training	Continued			
01/14/26 PO 26000037	46 Paid Ck 229 FLORIDA LEAGUE OF CITIES	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/14/26	650.00-	10,264.68-	ZDANCY
01/14/26 PO 26000037	52 Paid Ck 229 RENAISSANCE HOTEL SEA	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/14/26	21.30-	10,285.98-	ZDANCY
01/14/26 PO 26000037	53 Paid Ck 229 RENAISSANCE HOTEL SEA	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/14/26	445.36	9,840.62-	ZDANCY
01/14/26 PO 26000037	54 Paid Ck 229 RENAISSANCE HOTEL SEA	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/14/26	445.36-	10,285.98-	ZDANCY
01/14/26 PO 26000037	55 Paid Ck 230 CITY OF HAINES CITY	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/14/26	500.00-	10,785.98-	ZDANCY
01/14/26 PO 26000037	57 Paid Ck 231 BOAF MEMEBERSHIP Y.MUSSEL	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/14/26	75.00-	10,860.98-	ZDANCY
01/21/26 PO 26000144	10 Paid Ck 22162 RIDGE LEAGUE OF CITIES 12/11	RICHA045 RICHARDSON MARY ANN En 12/11/25	20.02-	10,881.00-	ZDANCY
01/21/26 PO 26000144	11 Paid Ck 22162 HAINES CITY CENTENNIAL CELEB	RICHA045 RICHARDSON MARY ANN En 12/19/25	9.10-	10,890.10-	ZDANCY
02/11/26 PO 26000037	61 Paid Ck 333 USPS - SIGNATURE RECEIPT	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 02/04/26	10.48-	10,900.58-	ZDANCY
02/11/26 PO 26000081	5 Paid Ck 22212 BREAKFAST PER DIEM FLC CONF.	WILSO060 WILSON, ANNETTE En 02/05/26	6.00-	10,906.58-	ZDANCY
02/11/26 PO 26000081	6 Paid Ck 22212 DINNER PER DIEM FLC CONF.	WILSO060 WILSON, ANNETTE En 02/05/26	19.00-	10,925.58-	ZDANCY
02/11/26 PO 26000081	7 Paid Ck 22212 FULL DAY PER DIEM FLC CONF.	WILSO060 WILSON, ANNETTE En 02/05/26	36.00-	10,961.58-	ZDANCY
02/11/26 PO 26000081	8 Paid Ck 22212 LUNCH PER DIEM POLK CO DAYS	WILSO060 WILSON, ANNETTE En 02/06/26	22.00-	10,983.58-	ZDANCY
02/11/26 PO 26000081	9 Paid Ck 22212 DINNER PER DIEM POLK CO DAYS	WILSO060 WILSON, ANNETTE En 02/06/26	19.00-	11,002.58-	ZDANCY
02/11/26 PO 26000281	1 Paid Ck 22199 RIDGE LEAGUE DINNER FEB 2026	CITY0140 CITY OF LAKE WALES En 02/05/26	280.00-	11,282.58-	ZDANCY
02/13/26 PO 26000037	63 Paid Ck 342 LATE FEE	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 02/12/26	104.45-	11,387.03-	ZDANCY
02/13/26 PO 26000037	64 Paid Ck 342 OFFICE OF WATER PROGRAM	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/12/26	432.00-	11,819.03-	ZDANCY
02/13/26 PO 26000037	65 Paid Ck 342 OFFICE OF WATER PROGRAM	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/12/26	432.00-	12,251.03-	ZDANCY
02/13/26 PO 26000037	66 Paid Ck 342 HILTON ADVPURCH	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/12/26	430.81-	12,681.84-	ZDANCY
02/13/26 PO 26000037	67 Paid Ck 342 HILTON ADVPURCH	CITIZ010 CITIZENS BANK & TRUST - Crd Cd En 01/12/26	430.81-	13,112.65-	ZDANCY
02/17/26 PO 26000144	12 Paid Ck 22220 LUNCH PER DIEM - POLK CO DAYS	RICHA045 RICHARDSON MARY ANN En 02/05/26	22.00-	13,134.65-	ZDANCY
02/17/26 PO 26000144	13 Paid Ck 22220 DINNER PER DIEM - POLK CO DAYS	RICHA045 RICHARDSON MARY ANN En 02/05/26	19.00-	13,153.65-	ZDANCY
02/27/26 PO 26000022	3 Paid Ck 22238 RIDGE LEAGUE DINNR MEETING	PENNA015 PENNANT SAMUEL En 02/26/26	48.30-	13,201.95-	ZDANCY
03/11/26 PO 26000305	2 Paid Ck 22248 RIDGE LEAGUE DINNER 3/12/2026	CITY0050 CITY OF BARTOW En 03/05/26	280.00-	13,481.95-	ZDANCY
03/16/26 PO 26000037	72 Open IME0 II TRAINING - A. WILSON	CITIZ010 CITIZENS BANK & TRUST - Crd Cd	325.00-	13,806.95-	ZDANCY
03/16/26 PO 26000037	83 Rcvd RENAISSANCE ORLANDO- A. WILSON	CITIZ010 CITIZENS BANK & TRUST - Crd Cd Rc 04/28/26	358.00-	14,164.95-	MGLOGOV
03/18/26 PO 26000037	82 Rcvd FLC LEADERSHIP MAY 26	CITIZ010 CITIZENS BANK & TRUST - Crd Cd Rc 03/18/26	275.00-	14,439.95-	MGLOGOV
03/18/26 PO 26000037	85 Rcvd COURTYARD BY MARRIOTT FLC 26	CITIZ010 CITIZENS BANK & TRUST - Crd Cd Rc 05/18/26	139.00-	14,578.95-	MGLOGOV
03/24/26 PO 26000144	15 Paid Ck 22295 CHAMBER BREAKFAST HAINES CITY	RICHA045 RICHARDSON MARY ANN En 03/12/26	9.43-	14,588.38-	ZDANCY
03/24/26 PO 26000144	16 Paid Ck 22295 RIDGE LEAGUE OF CITIES BARTOW	RICHA045 RICHARDSON MARY ANN En 03/12/26	29.58-	14,617.96-	ZDANCY
04/15/26 PO 26000360	1 Paid Ck 22323 RIDGE LEAGUE DINNER EVENT	CITY0120 CITY OF LAKE ALFRED En 04/10/26	420.00-	15,037.96-	ZDANCY
04/22/26 PO 26000022	4 Paid Ck 22333 RIDGE LEAGUE DINNR MEETING	PENNA015 PENNANT SAMUEL En 04/15/26	31.90-	15,069.86-	ZDANCY
04/22/26 PO 26000022	5 Paid Ck 22333 RIDGE LEAGUE DINNR MEETING	PENNA015 PENNANT SAMUEL En 04/17/26	18.85-	15,088.71-	ZDANCY
05/06/26 PO 26000037	84 Rcvd FLC LEADERSHIP MAY 26	CITIZ010 CITIZENS BANK & TRUST - Crd Cd Rc 05/11/26	275.00-	15,363.71-	MGLOGOV
05/06/26 PO 26000037	86 Open COURTYARD BY MARRIOTT FLC 26	CITIZ010 CITIZENS BANK & TRUST - Crd Cd	211.65-	15,575.36-	MGLOGOV
05/20/26 PO 26000081	10 Paid Ck 22376 IEMO II FULL DAY PER DIEM	WILSO060 WILSON, ANNETTE En 05/01/26	72.00-	15,647.36-	ZDANCY
05/20/26 PO 26000081	11 Paid Ck 22376 IEMO II DINNER DAY PER DIEM	WILSO060 WILSON, ANNETTE En 05/01/26	19.00-	15,666.36-	ZDANCY
05/20/26 PO 26000081	12 Paid Ck 22376 IEMO II MILEAGE REIMBURSEMENT	WILSO060 WILSON, ANNETTE En 05/01/26	46.08-	15,712.44-	ZDANCY

Account No	Description	Vendor/Reference	Trans Amount	Begin Balance	
Date	Transaction Data/Comment			Trans Balance	User
001-511-400	Travel & Training	Continued			
05/20/26 PO 26000144 17	Paid Ck 22374 MILEAGE REIMBURSEMENT -POLK ST	RICHA045 RICHARDSON MARY ANN	En 04/09/26 10.05-	15,722.49-	ZDANCY
05/20/26 PO 26000144 18	Paid Ck 22374 MILEAGE REIMBUR - RLC DINNER	RICHA045 RICHARDSON MARY ANN	En 04/09/26 17.69-	15,740.18-	ZDANCY
* Fund: 001	GENERAL FUND Total			15,740.18-	
* Final Total				15,740.18-	

* Total lines reflect totals for the Accounts Printed Only.



Meeting Agenda Coversheet

MEETING DATE:	6/2/2026	Submitted By: Johnathon Vice, Public Works Director	
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, HIGHLAND AVENUE SPLASH PAD & PARK NAME CHANGE		
STAFF RECOMMENDATION: (MOTION READY)	I motion to approve the name change of the current Highland Avenue Splash Pad & Park to Glanton Park		
SUMMARY and/or JUSTIFICATION:	<p>Staff is requesting Commission consideration of renaming the newly constructed Highland Avenue Splash Pad & Park to Glanton Park, in honor and memory of Roy Lee Glanton, recognizing his years of dedicated service to the Town of Dundee and his commitment to the community and its youth.</p> <p>Renaming the park as Glanton Park would serve as a meaningful and lasting tribute to Roy Lee Glanton's legacy, honoring his years of service, dedication to the community, and commitment to enhancing the quality of life in Dundee.</p>		
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>	Request letter from Dundee Public Works Department Director		
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):			\$0.00



Town of Dundee

PUBLIC WORKS DEPARTMENT

Item 13.

◆ 1500 Race Road ◆ PO Box 1000 ◆ Dundee, Florida 33838 ◆ (863) 438-8330 ◆

May 12, 2026

To the Town of Dundee Mayor & Commission,

RE: Request to Rename Highland Avenue Splash Pad & Park to Glanton Park in Honor of Roy Lee Glanton

This letter respectfully requests consideration by the Town Manager, Mayor, and Commissioners to rename the newly constructed Highland Ave. Splash Pad & Park as **Glanton Park**, in honor and memory of Roy Lee Glanton.

Mr. Glanton passed away on Wednesday, April 22, 2026, at 7:55 a.m., after a courageous battle with cancer. He was 67 years old. Throughout his life, Roy demonstrated unwavering loyalty, commitment, and dedication to the Town of Dundee community he proudly called home at 209 Betty Avenue.

Roy was deeply passionate about serving others, especially the youth of our community. He devoted countless hours to coaching football and mentoring young people, including his own children and grandchildren, encouraging them to excel both academically and athletically. He believed strongly in discipline, hard work, and doing things the right way—never taking shortcuts.

For six years, Roy served the Town of Dundee through the Parks Department. During his tenure, he took great pride in maintaining our parks, often working independently and consistently going above and beyond expectations. He was a dependable, self-motivated employee who exemplified the work ethic and dedication every organization hopes to find.

Dundee was central to Roy's life. It is where he lived, worked, worshiped, shopped, and raised his family. More importantly, it is where he invested his time and energy to make a lasting difference. He was a strong advocate for expanding recreational opportunities for youth, frequently expressing his desire to see more baseball and football fields, as well as organized teams that would represent the Town of Dundee with pride.

Roy believed that providing structured activities, sports programs, and community events would create positive outlets for young people, helping guide them away from negative influences and toward a productive and successful future.

Renaming this park as **Glanton Park** would be a meaningful and lasting tribute to Roy Lee Glanton's legacy. It would honor his years of service, his passion for youth development, and his enduring commitment to improving the quality of life in Dundee.

Thank you for your time and thoughtful consideration of this request.

Johnathon Vice
Public Works Director



Meeting Agenda Coversheet

MEETING DATE:	6/2/2026	Submitted By: Johnathon Vice, Public Works		
SUBJECT: <i>This will be the name of the Item as it will appear on the Agenda</i>	DISCUSSION & ACTION, ROAD RESURFACING PROJECT IFB 26-01			
STAFF RECOMMENDATION: (MOTION READY)	A motion to approve the advertisement and release of IFB 26-01, road resurfacing project.			
SUMMARY and/or JUSTIFICATION:	<p>Town staff have prepared and reviewed Invitation for Bids (IFB) No. 26-01 for the resurfacing of Melina Avenue, Elinor Avenue, Grace Avenue, and Garrison Avenue.</p> <p>Funding for this project is included within the Street Department's annual budget, approved by the Town Commission during the Fiscal Year 2025–2026 budget process.</p> <p>These roadways were identified for resurfacing due to their overall deteriorating condition, including potholes, surface failures, and deterioration along the center sections of the roadway.</p>			
SELECT, if applicable	AGREEMENT:		BUDGET:	
	STAFF REPORT:		PROCLAMATION:	
	EXHIBIT(S):		OTHER: IFB 26-01	X
IDENTIFY EACH ATTACHMENT. <i>For example, an agreement may have 2 exhibits, identify the agreement and Exhibit A and Exhibit B</i>	Work Scope Road Resurfacing Project Work Summary with attachments Cover and Table of Contents General Provisions Road Resurfacing Project			
SELECT, if applicable	RESOLUTION:		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):	There is no fiscal impact at this time.		0.00	190

THE TOWN OF DUNDEE, FLORIDA



INVITATION FOR BID

Road Resurfacing Project IFB 26-01

Bid Submission(s) are due by
June 30th, 2026, by 4:00 P.M.

MAIL OR DELIVER SUBMISSION TO:

Town of Dundee Attn: IFB 26-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:

Erica Anderson
Town Clerk
Town of Dundee
Eanderson@townofdundee.com
(863) 438-8330, Ext 258

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IFB 26-01
FY 2025-2026 –Road Resurfacing Project

Sealed Bids marked “SEALED BID – FY 2025-2026 – Road Resurfacing Project IFB 26-01 will be received by the Town Clerk of the Town of Dundee, Florida, until , **June 30th, 2026 at 4:00 P.M.** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

In addition to the information, the information and specifications(s) required for the Services and this IFB 26-01 are, as follows:

Pursuant to Section 2-159(2) of the Town of Dundee Code of Ordinances, the Town of Dundee (the “Town”) is seeking competitive sealed bid(s) on and/or for FY 2025-2026 – Road Resurfacing Project IFB 26-01 (the “Services”) in accordance with the requirements and specification set forth herein and as described in the attached Work Summary incorporated herein by reference. The Town requires certain items to be included in the Bid Submission, as follows:

1.01 – REQUIREMENTS AND SPECIFICATIONS

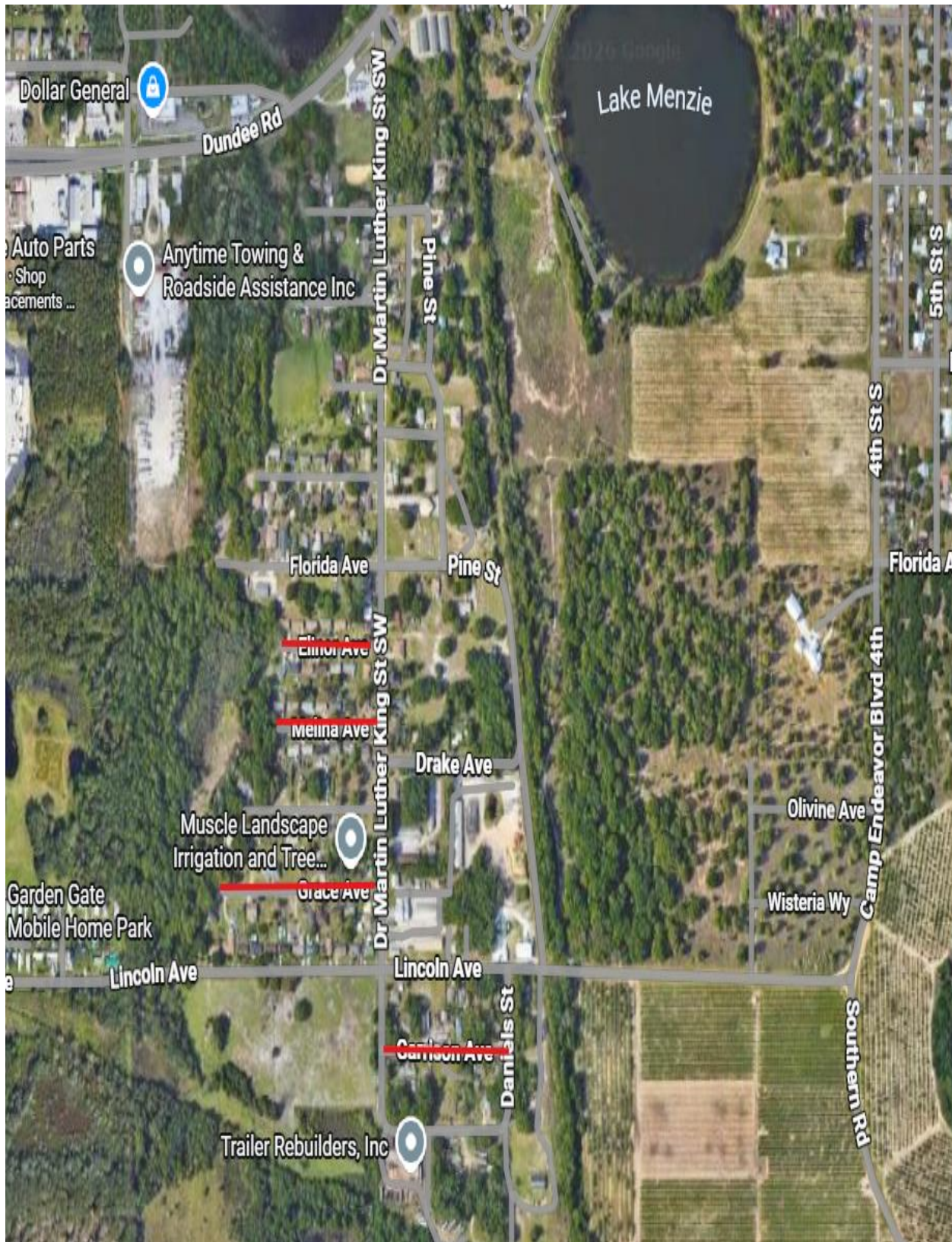
- A. The “FY 2025-2026 Road Resurfacing Project” Includes the furnishing of all labor, materials, equipment and supervision necessary for the Community Center Parking Lot Resurfacing Project. Specified below
- B. All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- C. Work includes but is not limited to preparation of asphalt Roadway including grading and removal of any foreign or deleterious materials, preparation for Roadway resurfacing. Work must meet specifications, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the Roadway footprint. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project. The Contractor will provide Milling of the surface’s where needed once all areas are prepared for paving contractor will resurface all paved areas with an overlay and include striping (see EXHIBIT A).

Roads to be milled & resurfaced:
Melina Ave – 1,222sy
Elinor Ave – 1,200sy
Grace Ave – 2,230sy
Garrison Ave – 1200sy

- D. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.

- E.** Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.
- F.** If awarded, the Contract(s) will be awarded based on the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.
- G.** The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. or rock. All heavy accumulations shall be removed by the contractor at his expense.
- H.** All Milling Materials will be returned back to the Town of Dundee to be loaded and delivered to the public works building located at 1500 Race Road Dundee Florida, 33838
- I.** Any or All water Valve covers or manholes will be raised or adjusted by Town staff at the time of work.
- J.** The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- K.** It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.
- L.** All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.
- M.** Payments will be on a lump sum basis for the estimated length of street paving which shall be based on unit prices submitted in the Bid Form.
- N. FINAL CLEANING**
- Execute final cleaning prior to final inspection
 - Clean surfaces exposed to view, remove foreign substances
 - Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
 - Remove waste and surplus materials, rubbish and construction facilities from the site.
 -

EXHIBIT A



GENERAL REQUIREMENTS:

The Town is seeking bid submittals from vendors that furnish and deliver the Services specified in this IFB 26-01.

It is the intent of this IFB 26-01 to provide for the procurement of one (1) qualified vendor to provide the Services sought herein.

Bids will be reviewed for responsiveness and responsibility. Award shall be made to the lowest responsive and responsible bidder whose bid meets the requirements of this Invitation for Bid and is in the best interest of the Town of Dundee.

A MANDATORY Pre-Bid meeting will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, on **June 16th, 2026 @10:00am** for the purpose of answering any questions bidders may have in reference to the Services.

A MANDATORY On-Site meeting will be held at 102 Lincoln Ave, Dundee, Florida 33838 on **June 16th, 2026 @ 9am.**

NOTE: ANY VENDOR WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING WILL NOT BE ELIGIBLE TO BID. ALL VENDORS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY PRE-BID MEETING. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL NOT BE CONSIDERED PRESENT AND WILL NOT BE ALLOWED TO BID.

On **May 1st, 2026 at 4:00 P.M.**, at Town Hall, 202 East Main Street, Dundee, Florida 33838, bid submission(s) will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

Questions may be submitted to the Town Clerk until **3:30 pm on June 23rd , 2026**. For more information regarding this IFB 26-01, please contact Erica Anderson, (863) 438-8330 or by e-mail at Eanderson@townofdundee.com.

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2023). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Submission and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9. A client reference list that includes at least three (3) references and a summary of the bidders' qualifications and experience should be submitted in the bid packet. The bidder shall submit a tentative timeline detailing the process and anticipated timeline necessary to complete the project.

An original and five (5) copies, a total of six (6), of the bid shall be submitted in sealed envelopes/packages addressed to Erica Anderson, Town Clerk, Town of Dundee, Florida, and marked IFB 26-01 – FY 2025-2026 – Road Resurfacing Project

The Town of Dundee welcomes your response to this IFB 26-01. The Town of Dundee reserves the right to reject any bid found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this IFB 26-01 at any time to protect its best interest. The desire of the Town of Dundee to pursue bids shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All bidders are asked to be thorough yet concise in the response(s) to this IFB 26-01. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, reserves the right to reject any and all bids received pursuant to this IFB 26-01, re-advertise IFB 26-01, waive informalities, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS AND STATE LAW COMPLIANCE:

I. General Conditions:

- a) Bidders are required to submit their bids subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Invitation for Bid (IFB) – FY 2025-2026 – Road Resurfacing Project IFB 26-01 (the “IFB”) to the contrary, the obligation of the TOWN of Dundee (the “TOWN”) to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the TOWN Commission of the TOWN of Dundee, Florida. In the event the TOWN Commission of the TOWN of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the TOWN and/or successful bidder may immediately terminate any agreement entered into pursuant to this IFB and be released from any future responsibility or liability thereunder.
- e) PUBLIC RECORDS:

The TOWN and VENDOR (as defined in Section 2) agree that the VENDOR shall comply with Florida’s public records laws to specifically include the following:

Public Records. VENDOR/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) 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 Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) 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 and/or

any amendment(s) issued hereunder if the VENDOR does not transfer the records to the public agency.

- iv) Upon completion of the Contract (as defined in Section 2) and/or any amendment(s) issued hereunder, transfer, at no cost, to the public agency all public records in possession of the VENDOR or keep and maintain public records required by the public agency to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the Contract and/or any amendment(s) issued hereunder, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract and/or any amendment(s) issued hereunder, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.
- f) **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, eanderson@TOWNofdundee.com, Erica Anderson, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the VENDOR does not comply with a public records request, the TOWN shall enforce the Contract and/or any amendment(s) issued hereunder which may include immediate termination of the Contract and/or any amendment(s) issued hereunder. This Section shall survive the termination of this Contract.

- g) It shall be understood and agreed that by the submission of a bid, the VENDOR, if awarded a contract, shall save harmless and fully indemnify the TOWN and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the TOWN, or any of its officers, agents, or employees, and of which articles the VENDOR is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the TOWN that this IFB promotes competitive bidding. It shall be the bidder's responsibility to advise the TOWN at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this IFB to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The TOWN may request proof of such licensure. Bidders shall also obtain all permits required for this project.

- j) The TOWN shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the TOWN unless in writing and approved by the TOWN. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the TOWN.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the TOWN as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on TOWN property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the TOWN, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

II. State Law Compliance:

- a) **Scrutinized Companies.** Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a bid for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By entering into the CONTRACT, VENDOR certifies that it does not and did not at any time since the submission of a response to the initial solicitation participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate this IFB 26-01 and/or the CONTRACT at the TOWN's option if the VENDOR is found to have submitted a false certification.
- b) **Public Entity Crimes; Convicted VENDOR List.** A person or affiliate who has been placed on the convicted VENDOR list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a VENDOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date

of being placed on the convicted VENDOR list. By Entering into the CONTRACT, VENDOR certifies that it is not on the convicted VENDOR list.

- c) Drug-Free Workplace. By entering into the CONTRACT, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.
- d) E-Verify. By entering into the CONTRACT, the VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this CONTRACT, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the CONTRACT is terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.
- e) No Consideration of Social, Political, and Ideological Interests. VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective VENDOR based on the prospective VENDOR's social, political or ideological interests or requesting documentation from, or considering, a prospective VENDOR's social, political, or ideological interests when determining if the prospective VENDOR is a responsible VENDOR. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in the award of this IFB 26-01 and/or the CONTRACT.
- f) Contracting with Foreign Entities. By entering into the CONTRACT, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If this IFB 26-01 and/or the CONTRACT permits the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the

Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

- g) Human Trafficking Affidavit. VENDOR shall be required to execute the Human Trafficking Affidavit attached to the IFB 26-01 Work Summary hereto as simultaneously with and prior to providing the services hereunder.

2) DEFINITIONS

Words used in the IFB and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this IFB shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the TOWN of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The TOWN, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the TOWN Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the VENDOR, the TOWN may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The TOWN Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the TOWN unless evidenced by a Change Order Request issued and signed by the TOWN Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The TOWN of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the TOWN is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

- g) **CONTRACT:** The agreement entered into and executed by the TOWN and VENDOR and includes, but shall not be limited to, the Contract Documents.
- h) **VENDOR:** The successful bidder who enters into the Contract with the TOWN to complete the project set forth in the IFB 26-01.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the TOWN to terminate the VENDOR's right to proceed with the order/work by giving the VENDOR written notice. The defaulting VENDOR may, at the discretion of the TOWN, be charged the increase in cost(s) of obtaining the goods/services elsewhere.
- j) **CONTRACT DOCUMENTS:** The IFB; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Bid and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the IFB; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFY / INDEMNIFICATION:** VENDOR shall hold harmless, indemnify, and defend the TOWN, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the VENDOR performance of this Contract. Other specific references to the VENDOR duty to indemnify the TOWN and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The TOWN shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this VENDOR indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the TOWN. The TOWN reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the TOWN to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the TOWN of Dundee under this indemnification provision shall be limited in the same manner that would have

applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the TOWN's sovereign immunity is intended to be made herein.

- ii) The addition of this language shall not be construed to create TOWN indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) STATEMENT OF ASSURANCE: No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the TOWN, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the TOWN may thereafter require to assure compliance.
- p) SUB-CONTRACTOR: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the VENDOR to do a portion of the work on and/or for the project.
- q) TITLE: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or VENDOR until the goods have been delivered to a designated site and actually received by the TOWN. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or VENDOR.
- r) WARRANTY: The VENDOR shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a VENDOR to retain an interest. The VENDOR shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the VENDOR shall deliver to the TOWN the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with VENDORS and Sub-Contractors. VENDORS who furnish materials without a formal contract shall be given notice by the VENDOR that this provision exists.
- s) VENUE: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any VENDOR as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the

TOWN Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a VENDOR will be in the form of an Addendum to the Contract Documents (“Addenda”), and when issued by the TOWN, will be on file and available to the public upon request at the TOWN.

- b) The TOWN shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the VENDOR responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The VENDOR may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the IFB. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The VENDOR shall submit with their bid descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The VENDOR shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the TOWN.
- b) Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the IFB.

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the VENDOR expense. Each individual sample must be labeled with the VENDOR name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the VENDOR within ninety (90) days of the bid opening, the commodities shall be disposed of by the TOWN.

6) PROTEST PROCEDURES:

The TOWN encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a VENDOR or person, the following shall apply:

- a) All formal responses to the IFB shall include the following statement: "NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."
- b) RIGHT TO PROTEST: Any aggrieved, actual, or prospective bidder in connection with the IFB may protest to the TOWN Manager of the TOWN prior to the award of a contract by the TOWN Commission of the TOWN of Dundee.
- c) NOTIFICATION: The TOWN shall post all recommendation of awards available for review by the General Public.
- d) INITIAL NOTICE: Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the TOWN Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal TOWN holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the TOWN shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the TOWN shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the TOWN will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the TOWN Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the TOWN of Dundee) is necessary, action may be taken to secure the goods or services.

- e) FORMAL NOTICE: Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the TOWN Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest.

No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) TOWN bid number and/or title (if applicable);
 - ii) Name and/or address of the TOWN department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The TOWN will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the TOWN Manager or his/her designee who shall serve as the Chairperson, the TOWN of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The TOWN Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The TOWN Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the VENDOR was not selected.
- ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the TOWN.
- iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.

- iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The TOWN Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The TOWN Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. The TOWN Manager's decision shall be final and binding. No further protests of the action in question will be heard by the TOWN.
- i) Any person who is aggrieved by the final and binding decision of the TOWN Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the TOWN Manager's final and binding decision.

7) PROPOSALS/SUBMITTALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its bid. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the IFB shall be received no later than the time and date set forth in the IFB. No bid shall be accepted after the specified deadline or at any location other than that specified in the IFB. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the IFB.
- c) The TOWN may elect to cancel or postpone the IFB at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, bids, or replies received by the TOWN pursuant to the IFB are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the TOWN provides notice of an intended decision or until 30 days after opening the bids, bids, or final replies, whichever is earlier.
- e) If the TOWN rejects all bids, bids, or replies submitted in response to the IFB and the TOWN concurrently provides notice of its intent to reissue the IFB, the rejected bids, bids, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the TOWN provides notice of an intended decision concerning the reissued IFB or until the TOWN withdraws the reissued IFB. A bid, bid, or reply is not exempt for longer than twelve (12) months after the initial TOWN notice rejecting all bids, bids, or replies.

- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the TOWN and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed bid to the location specified by the IFB. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the IFB, shall not be considered by the TOWN.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the IFB.
- h) BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the TOWN.
- b) Taxes: (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern. The TOWN shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

- c) The TOWN reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the bid submitted. As well, the TOWN reserves the right to demand the execution or re-execution of the bid, affidavits, or certification required to be accompanied with the bid, when it appears to the TOWN that the deficiency was an oversight in good faith. It shall be presumed that bids submitted without a single signature on an affidavit or on the bid is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The VENDOR shall be paid upon submission of proper invoices to the TOWN at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the TOWN. If a cash discount is taken by the TOWN on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the IFB, prior to the time fixed for the bid opening. A bid may also be withdrawn if the TOWN does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the TOWN in response to the IFB shall remain the property of the TOWN.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the IFB shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the IFB.

15) REJECTION OF BIDS:

The TOWN may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the IFB; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The TOWN Manager and/or the TOWN Commission shall have the right to act in the best interests of the TOWN and reject any and all bids and request the entire transaction be rebid. The TOWN may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the TOWN, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the TOWN, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the TOWN may use to verify claims of competency. The TOWN shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the TOWN all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the TOWN that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The TOWN reserves the right to award contract(s) to more than one VENDOR, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the TOWN's best interest.
- b) The VENDOR may qualify its bid for acceptance by the TOWN on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. VENDOR is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the TOWN may deem it necessary to split or divide a project as set forth herein. VENDOR shall denote on the front page of the bid as to whether the bid is an "All or None" bid.
- c) A written award of acceptance mailed or otherwise furnished to the VENDOR results in a binding contract without further action by either party.

- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the IFB). The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town.

18) OTHER GOVERNMENTAL ENTITIES:

The TOWN encourages and agrees to the VENDOR extending the pricing, terms, and conditions of this IFB and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the VENDOR.

19) PERFORMANCE:

- a) VENDOR shall keep the TOWN advised at all times of status of the work performed pursuant to the Contract Documents. The VENDOR's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the TOWN to terminate the VENDOR's right to proceed with the Contract. In the event the TOWN terminates the VENDOR's right to proceed, the TOWN shall provide the VENDOR with written notice; and thereafter, the TOWN may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the TOWN shall be charged to the defaulting VENDOR.
- b) The Contract shall not be terminated, or the VENDOR charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the VENDOR including, but not limited to, acts of God, acts of the TOWN, fires, floods, epidemics, strikes, (with which the VENDOR has no direct connections), and unusually severe weather. The VENDOR shall, within ten (10) calendar days from the beginning of such delay, notify the TOWN, in writing, of the cause for the delay. If, in the opinion of the TOWN, the failure of VENDOR to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the VENDOR has no control, said delay in performance may be excused.
- c) The VENDOR shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the VENDOR shall define any warranty service and replacements that will be provided during and subsequent to this Contract. VENDOR shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the VENDOR to notify the TOWN immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The TOWN reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the TOWN.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the VENDOR to other customers, shall be passed on to the TOWN.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the TOWN, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the TOWN may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this IFB, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: TOWN of Dundee, Attn: TOWN Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the TOWN and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which

are generally recognized as being aggravated by exposure to toxic substance; and

- (3) The primary routes of entry and symptoms of overexposure.
- iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- v) The emergency procedures for spills, fire, disposal, and first aid.
- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The TOWN Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the TOWN Manager to comply with all of the Source Selection provisions of TOWN of Dundee Ordinance No. 14-17 (codified in Sec. 2-159) and the Code of Ordinances of the TOWN of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the TOWN of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the TOWN of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous VENDOR record on similar projects or requirements.
- e) Business location closest to the TOWN.

26) NOTICE:

- a) A person or affiliate who has been placed on the convicted VENDOR list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted VENDOR list.
- b) A company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a bid for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- c) Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the TOWN if the VENDOR is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.

27) UNAUTHORIZED ALIEN(S):

- a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The TOWN shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the TOWN. As part of the response to this IFB, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that

provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

CONSTRUCTION AND OTHER CLAUSES (as applicable)

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the **VENDOR** or by any Subcontractor engaged to do a portion of the work. The **VENDOR** shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the **VENDOR** discovers any error, omission, or vagueness in the Contract Documents, the **VENDOR** shall report this discovery to the **TOWN** immediately upon learning of same. Work done after such a discovery and before the **TOWN** corrects the error, omission, or vagueness shall be at the **VENDOR**'s risk.

29) UNIT PRICES:

The unit prices for each of the several items in the bid (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The **TOWN** reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the **TOWN** exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) **BID PRICES.**

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The TOWN may exercise its right to direct purchase any component of the bid, at the VENDOR's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the VENDORS that the VENDOR used to submit their bid to the TOWN and therefore made a part of the Contract. The VENDOR shall fully cooperate with the TOWN, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.
- ii) Following receipt of a sales tax savings form from the VENDOR, the TOWN will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the VENDOR, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
- iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the TOWN, for direct purchase.

c) EXPEDITING.

The VENDOR shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The VENDOR shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The VENDOR and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

- i) All ODP's shall be billed to the TOWN in care of the VENDOR.
- ii) The VENDOR shall check all invoices for accuracy and completeness when received. The VENDOR shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. All discounts shall accrue to the TOWN.

- iv) The VENDOR shall prepare a direct purchase report for the TOWN upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

- i) The TOWN shall have title to all items of which any payment has been made pursuant to the Contract Documents.
- ii) The VENDOR shall assume the risk of damage or loss at the time of the purchase.
- iii) The selection of ODP for any item(s) contained within the bid does not relieve the VENDOR from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The TOWN shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each VENDOR and to the governmental entity's VENDOR to certify that the tangible personal property purchased from that VENDOR will go into or become a part of a public works.

31) INSPECTION:

- a) For the TOWN, the VENDOR shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The TOWN shall examine the work to assure its conformity with the Contract Documents. The TOWN will assist the VENDOR in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the TOWN give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the TOWN shall not relieve the VENDOR of the VENDOR's responsibility of any actions it may take or neglect by VENDOR or its Subcontractors in performing the work.
 - ii) The TOWN shall not be responsible for VENDOR's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the TOWN shall not be

responsible for VENDOR's failure to perform the work in accordance with the Contract Documents.

- iii) The TOWN shall not be responsible for the acts or omissions of VENDOR or any Subcontractors, or any of VENDOR's agents or employees.
- iv) Neither the TOWN's authority to act under these Contract Documents, nor any decision made by the TOWN in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the TOWN to VENDOR, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- c) The TOWN shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the TOWN finds any materials or work faulty, it shall so inform the VENDOR; the VENDOR shall replace, at its expense, and as soon as possible, said faulty materials or work. If the VENDOR does not replace the faulty materials or work within a reasonable length of time, the TOWN may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the TOWN from the amount due, or which will become due the VENDOR.
- e) The TOWN may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The TOWN may order the VENDOR to uncover work which has been covered without the consent of the TOWN. The VENDOR shall bear the expense of the extra work. The TOWN may order the VENDOR to uncover work which has been covered with the consent of the TOWN. If the questioned work is found to be without fault, the VENDOR may charge the TOWN for this extra work; if the questioned work is found faulty, the VENDOR shall bear the expense of the extra work.

32) SUPERVISION:

The VENDOR shall maintain a superintendent, who fulfills the TOWN's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The VENDOR may change project superintendents only if the change is approved by the TOWN or if the VENDOR discharges the project superintendent. If the VENDOR is not present, the TOWN shall be permitted to consider the project superintendent the VENDOR's agent; and the TOWN shall consider instructions given to the superintendent as binding as instructions given to the VENDOR.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The VENDOR shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of VENDOR's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The VENDOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The VENDOR shall promptly furnish the TOWN with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the TOWN issues written instructions which the VENDOR believes will involve additional work and cost, the VENDOR may assert a claim for extra cost only if it gives written notice to the TOWN Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. The VENDOR may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the TOWN is necessary to meet an emergency which endangers life or property.

If the VENDOR asserts a claim for extra pay, the TOWN may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the TOWN from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the VENDOR, or a price based on the VENDOR's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The VENDOR shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The VENDOR shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the TOWN and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the TOWN to pay or see to the payment of any moneys due any Subcontractor. The TOWN shall hold the VENDOR responsible for the work done by any of its

Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the TOWN Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF VENDORS:

If, through acts or neglect on the part of the VENDOR, any other VENDOR or any subcontractor shall suffer loss or damage in the performance of the Contract, the VENDOR shall settle with such other, VENDOR or subcontractor by agreement or arbitration, if such other VENDOR or subcontractor will so settle. If such other VENDOR or subcontractor shall assert any claim against the TOWN on account of any damage alleged to have been so sustained, the TOWN will notify the VENDOR, who shall defend at VENDOR's own expense any suit based upon such claim, and, if any judgment or claims against the TOWN shall be allowed, the VENDOR shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The TOWN shall establish a base line and a benchmark at each location of any separate portion of this project. The VENDOR shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The VENDOR shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The VENDOR shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the TOWN; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to VENDOR may be made without the consent of the TOWN.

40) OTHER CONTRACTS:

The TOWN may award, or may have awarded other contracts for additional work, and the VENDOR shall cooperate fully with such other VENDORS, by scheduling its own work with that to be performed under other contracts as may be directed by the TOWN or TOWN Manager. The VENDOR shall not commit or permit any act which will interfere with the performance of work by any other VENDOR as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The VENDOR shall indemnify the TOWN, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the VENDOR shall submit four (4) copies of these drawings and a schedule of the required work to the TOWN. The TOWN shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The VENDOR shall make the noted revisions and submit four (4) copies of the revised drawings to the TOWN. The TOWN's approval of the shop drawings shall not relieve the VENDOR of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The TOWN shall furnish the VENDOR one (1) set of the plans and specifications when the TOWN notifies the VENDOR to begin work. The VENDOR shall keep this set available at the project site at all times. If the VENDOR wants more than one (1) set of plans and specifications, the VENDOR may obtain these if it pays the cost of reproduction.
- b) The original plans and specifications, and any copies of these plans and specifications the TOWN furnishes the VENDOR, shall remain the property of the TOWN. They shall not be used on work other than this project. The TOWN may ask the VENDOR to return all copies of the plans and specifications when the work is completed. The VENDOR shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The TOWN does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the VENDOR shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the VENDOR shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The VENDOR shall incorporate in the work of this project only materials, equipment, and methods which conform to the TOWN's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the TOWN shall decide the question of equality.

- d) The VENDOR shall furnish to the TOWN for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the IFB, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.
- g) The VENDOR shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the VENDOR's expense by independent laboratories and agencies approved by the TOWN.
- b) The VENDOR shall instruct any laboratory or agency making, required tests to furnish the TOWN with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The VENDOR shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The VENDOR shall protect and save from damage all public and private property adjacent to the project site. The VENDOR shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the VENDOR under this provision.

48) PROTECTION OF MONUMENTS:

The VENDOR shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the VENDOR shall notify the TOWN who shall reference the monument, point, or benchmark and reset it without cost to the VENDOR. If the VENDOR damages, moves, or destroys a monument, point, or benchmark, the TOWN may restore such by a registered surveyor at the VENDOR's expense and withhold the cost from money otherwise due the VENDOR from the TOWN.

49) USE OF PREMISES:

The VENDOR shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the TOWN, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the VENDOR fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the TOWN may grant, the TOWN may terminate the VENDOR's right to proceed with the work by providing written notice to the VENDOR.
- b) If the TOWN terminates the VENDOR's right to proceed, the TOWN may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the VENDOR and its sureties liable for payment of excess costs the TOWN may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by VENDOR shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the TOWN does not terminate the VENDOR's rights to proceed, the VENDOR shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the VENDOR and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the TOWN Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The TOWN shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the VENDOR to make timely requests of the TOWN for any additional information not already in its possession which should be furnished by the TOWN under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the

need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the VENDOR. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The VENDOR shall, if requested, furnish promptly any assistance and information the TOWN may require in responding to these requests of the VENDOR. The VENDOR shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the VENDOR to the TOWN for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the VENDOR shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the VENDOR.
- b) The VENDOR shall submit in detail its claim and proof thereof. Each decision by the TOWN shall be final. Each decision by the TOWN will be in writing and mailed to the VENDOR by registered or certified mail, return receipt requested, directed to the VENDOR's last known address.
- c) If the VENDOR does not agree with any decision of the TOWN, it shall in no case allow the dispute to delay the work but shall notify the TOWN promptly that it is proceeding with the work under protest.

53) VENDOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The VENDOR shall, at its own expense, procure and maintain, with insurers acceptable to the TOWN (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The VENDOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the VENDOR shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual

additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the VENDOR shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) Part One: "Statutory"
- (ii) Part Two: \$500,000.00 Each Accident
 \$500,000.00 Disease-Policy Limit
 \$500,000.00 Disease-Each Employee

(b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
 - (ii) Terrorism
 - (iii) Sexual Molestation
- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
- (i) Architects and Engineers Professional Liability
 - (ii) Exterior Insulation and Finish Systems (EIFS)
- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
- | | |
|----------------------|---|
| (i) \$1,000,000.00 | General Aggregate |
| (ii) \$1,000,000.00 | Products/Completed Operations Aggregate |
| (iii) \$1,000,000.00 | Personal and Advertising Injury |
| (iv) \$1,000,000.00 | Each Occurrence |

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the VENDOR shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The

coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- (c) The insurance provided by the VENDOR and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the VENDOR and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the VENDOR shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the VENDOR to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The VENDOR shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
 - ii) The insurance provided by the VENDOR shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
 - iii) Compliance with these insurance requirements shall not limit the liability of the VENDOR or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the VENDOR and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the VENDOR) available to the Owner under the Contract or otherwise.

- iv) Neither approval nor failure to disapprove insurance furnished by the VENDOR shall relieve the VENDOR from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The VENDOR shall indemnify and hold harmless the TOWN, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the VENDOR including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or organization directly or indirectly employed and/or utilized by the VENDOR to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:
- i) Any omission, default, or negligent act of the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the VENDOR including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under VENDOR's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the TOWN or its elected officials, officers, agents, and employees, or for statutory violation or

punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the **VENDOR** or any of the **VENDOR**'s subcontractors, sub-subcontractors, sub-consultants, sub-consultants, materialmen, or agents of any tier or their respective employees.

- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
- c) This contractual indemnity shall survive the termination of this Contract.
- d) **VENDOR** shall indemnify, and hold harmless the **TOWN**, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of **VENDOR** (specifically including, but not limited to, **VENDOR**'s negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or **VENDOR**'s performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. **VENDOR** also agrees to indemnify, defend, save and hold harmless the **TOWN**, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the **TOWN**, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by **VENDOR** from the **TOWN** that such amount is due, be made by **VENDOR** prior to the **TOWN** being required to pay same, or in the alternative, the **TOWN**, at the **TOWN**'s option, may make payment of an amount so due and the **VENDOR** shall promptly reimburse the **TOWN** for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the **TOWN**'s payment.
- f) Additionally, if **VENDOR**, after receipt of written notice from the **TOWN** fails to make any payment due hereunder to the **TOWN**, **VENDOR** shall pay any reasonable attorney's fees or costs incurred by the **TOWN** in securing any such payment from **VENDOR**.
- g) Nothing contained herein is intended nor shall it be construed to waive the **TOWN**'s Sovereign Immunity and/or the **TOWN**'s limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the **TOWN**'s favor

- h) The VENDOR shall not be entitled to an increase in the contract price or payment or compensation of any kind from TOWN for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by VENDOR for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of TOWN. Otherwise, VENDOR shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The TOWN reserves the right to include a provision for liquidated damages as a result of any delay by the VENDOR.
- j) The VENDOR and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the VENDOR or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the VENDOR or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a “waiver of transfer of rights against others” or its equivalent. This “waiver of subrogation” requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the VENDOR or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the VENDOR of the last payment shall be a release to the TOWN and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the TOWN or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the VENDOR will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar

days after receipt of written notice of award, enter into the Contract with the TOWN in accordance with the Contract Documents. Should the VENDOR fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.

- b) No bid or bid shall be considered unless accompanied by a bid bond in the amount and form specified.

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The VENDOR shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).
- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.
- c) In accordance with Section 255.05, Florida Statutes, the successful bidder shall be required to furnish the following bonds:
 1. Performance Bond in the amount of one hundred percent (100%) of the contract price.
 2. Payment Bond in the amount of one hundred percent (100%) of the contract price.

Such bonds shall be furnished by a surety company authorized to do business in the State of Florida and shall be submitted prior to execution of the contract.

Failure to provide the required bonds within the time specified by the Town shall be grounds for award to the next lowest responsive and responsible bidder or rejection of the bid.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of “A-” or better;

- ii) Financial Size Category of “VII” according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the TOWN without cause in the same manner that bids may be rejected.
 - c) Awards of \$500,000 or less: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
 - d) Power of Attorney: An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
 - e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the TOWN may grant shall constitute a default, and the TOWN may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the TOWN for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the TOWN and VENDOR no later than 30 calendar days following the date on which the TOWN awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

- a) The VENDOR shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the TOWN accepts the completed project in its entirety. The VENDOR shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.

- b) Neither the final payment nor any provision in the Contract Documents shall relieve the VENDOR of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the VENDOR shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the TOWN resulting therefrom.
- c) A notice of defect(s) will be issued by the TOWN. Upon receipt by the VENDOR of such written notice, the VENDOR shall immediately investigate any and all claimed defects. Should the VENDOR feel that any claimed defect is invalid, it shall so advise, in writing, to the TOWN within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the VENDOR within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the VENDOR shall notify the TOWN, in writing, of correction in defects. The VENDOR shall transmit to the TOWN a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the VENDOR, in duplicate, on its business letterhead, addressed to both the VENDOR and TOWN, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The TOWN will require the VENDOR to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the TOWN and VENDOR.
- b) The contract between the TOWN and VENDOR shall be negotiated, approved, and executed by the TOWN and VENDOR no later than 30 calendar days following the date on which the TOWN awards the contract and/or project to the VENDOR.
- c) The VENDOR cannot claim modification of the Contract because of any representation made by an employee of the TOWN or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the TOWN may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the IFB and re-advertise the IFB.

62) CONSTRUCTION SCHEDULE:

- a) The VENDOR shall submit to the TOWN for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The VENDOR shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The VENDOR's receipt of an approved construction schedule does not authorize the VENDOR to begin work on the project.
- d) The TOWN's issuance of a Notice to Proceed authorizes the VENDOR to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the VENDOR shall notify the TOWN, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The VENDOR shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the VENDOR shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The VENDOR's duty to clear the project site prior to final inspection does not relieve the VENDOR of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64)

- a) The award of contracts by the TOWN for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the TOWN will consider the previous performance of any bidder who may have completed work for the TOWN or other entity
- b) This form will be completed on all firms performing construction and/or consulting work for the TOWN of Dundee. Furthermore, the TOWN may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – REQUIREMENTS AND SPECIFICATIONS

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

Pursuant to *Section 2-159(2) of the Town of Dundee Code of Ordinances*, the Town of Dundee (the “Town”) is seeking *competitive sealed bid(s)* on and/or for FY 2025-2026 Road Resurfacing Project IFB 26-01 (the “Services”) in accordance with the requirements and specification set forth herein and as described in the attached Work Summary incorporated herein by reference. The Town requires certain items to be included in the Bid Submission, as follows:

1.01 – REQUIREMENTS AND SPECIFICATIONS

The “FY 2025-2026 Road Resurfacing Project IFB 26-01

- A. ” Includes the furnishing of all labor, materials, equipment and plant supervision necessary for the Road resurfacing project. Specified below:
- B. All work is to be completed within 60 business days from Receipt of the Notice to proceed.
- C. Work includes but is not limited to preparation of asphalt Roadway including grading and removal of any foreign or deleterious materials, preparation for Roadway resurfacing. Work must meet specifications, restoration and fine grading of right-of-way outside of paved areas, sodding of all disturbed areas outside the Roadway footprint. Maintenance of Vehicular Traffic (TTC/MOT), maintenance of pedestrian traffic, erosion control and other incidental work necessary to complete the project. The Contractor will provide Milling of the surface’s where needed once all areas are prepared for paving contractor will resurface all paved areas with an overlay and include striping (see EXHIBIT A).

Roads to be milled & resurfaced:

Melina Ave – 1,222sy

Elinor Ave – 1,200sy

Grace Ave – 2,230sy

Garrison Ave – 1200sy

- D. The Contractor(s) shall furnish all necessary TTC/MOT plans and obtain approval for the TTC/MOT plans from the Town of Dundee prior to any work.
- E. Project to be completed in accordance with the contract documents which includes, but is not limited to, Work summary, terms and conditions.

- F.** If awarded, the Contract(s) will be awarded based on the lowest responsible/ responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining responsibility of low bidder.
- G.** The Contractor will not work on or keep any equipment on any private property without the permission (**MUST BE IN WRITING**) of the property owner involved. The Contractor during the construction period may leave their rollers, and other essential equipment on adjacent streets if no private driveways are blocked and all equipment is marked with reflective barricades. The contractor shall be responsible for damage to any private property including trees, curbs, mailboxes, private yards and street signs. All heavy accumulations shall be removed by the contractor at his expense.
- H.** All Milling Materials will be returned back to the Town of Dundee to be loaded and delivered to the public works building located at 1500 Race Road Dundee Florida, 33838
- I.** Any or All water Valve covers or manholes will be raised or adjusted by Town staff at the time of work.
- J.** The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- K.** It shall be the contractors' responsibility to obtain a water meter construction meter for any water that may be needed on this project.
- L.** All surfaces shall be swept clean after the completion of the work. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards.
- M.** Payments will be on a lump sum basis for the estimated length of street paving.
- N. FINAL CLEANING**
- Execute final cleaning prior to final inspection
 - Clean surfaces exposed to view, remove stains and foreign substances
 - Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces
 - Remove waste and surplus materials, rubbish and construction facilities from the site.
- O.** The following information may be requested by the Town for purposes of determining bidder responsibility and does not constitute evaluation criteria.
- Include an introduction that clearly demonstrates a comprehensive understanding of the Bidder of the objective and scope of this IFB.
 - Provide a description and history of the firm focusing on experience.
 - State the number of years the company has been in business.
 - Provide at least three (3) references for which your company has provided paving of roads and parking lot services, including contact names, addresses, telephone numbers, and e-mail addresses. References may or may not be contacted during the bid process.

EXHIBIT A



P. RESPONSIVENESS TO IFB

- Bids shall include the complete name and address of their firm and the name, mailing address, email address, and telephone number of the person the Town should contact regarding the bid.
- The bidders shall confirm that the firm will comply with all the provisions in this IFB and that the firm is not currently involved in official reorganization or bankruptcy proceedings. The Bidder must be authorized or have the ability to transact business in the State of Florida. Bids shall be signed by a company officer empowered to bind the company. A bidder's failure to include these items in their bids may cause their bid to be determined to be non-responsive and the bid may be rejected.
- Bidders shall provide a sample invoice with their bid.

PART 2 – PRODUCTS

All products and materials shall meet or exceed all specifications set forth by this IFB 26-01, as described in either graphical or in written form, and/or as required in writing by the Town of Dundee.

PART 3 – CONTRACT CLOSEOUT

3.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

3.2 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.3 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Vendor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Vendor, _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified herein does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

[Name of Vendor]:

Executed this ____ day of _____, 2026.

By: _____
 Name: _____
 Title: _____

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of _____, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

 Notary Public Signature
 Print Notary Name: _____
 My commission expires: _____