



TOWN COMMISSION MEETING AGENDA

March 11, 2025 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 MARCH 11TH, 2025,

A. A. Minutes

1. February 25, 2025, Town Commission Minutes

B. B. AGREEMENTS

1. CHA Task Order #6 - 2022 Water Audit

APPROVAL OF AGENDA

NEW BUSINESS

- 1. DISCUSSION & ACTION LEASE AGREEMENT YOU THRIVE FLORIDA**
- 2. DISCUSSION XTREME CAR CENTER, INC. SITE DEVELOPMENT PLAN**
- 3. DISCUSSION & ACTION, SUMMER CAMP FOR THE TOWN OF DUNDEE 2025**

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.



TOWN COMMISSION MEETING

March 11, 2025 at 6:30 PM

AMENDED

Item A.

AGENDA ITEM TITLE: Approval of the Commission Consent Agenda

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

STAFF ANALYSIS: The consent agenda for the meeting of March 11, 2025, contains the following:

- A. Minutes
 - 1. February 25, 2025, Town Commission Regular Meeting
- B. Agreements
 - 2. CHA Task Order #6 – 2022 Water Audit

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: January 14, 2025 Town Commission Meeting Minutes
2025 Election Administrative Agreement
2025 Election Site Agreement
Civic Plus Annual Contract Renewal
Old Contract Municode



TOWN COMMISSION MEETING MINUTES

February 25, 2025, at 6:30 PM

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

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

CALL TO ORDER at 6:28 p.m.

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION led by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS – Sgt. Anderson

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

ROLL CALL taken by Town Clerk Erica Anderson

PRESENT

Commissioner Richardson

Commissioner Pugh

Commissioner Quarles

Vice-Mayor Goddard

Mayor Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

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

LETTER OF CIVILITY presented

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR FEBRUARY 25, 2025

Item A. Community Center Rental Application with Polk County School Board for JROTC – *(this item was placed on the agenda)*

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

A motion was made to approve the School Board Application on the consent agenda by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

The motion passed unanimously.

The minutes being reviewed include minutes from the following meetings:

Item B. 2/11/2025 Town Commission Regular Meeting

Item C. Board Appointment

1. Visioning Committee Application - Terry Hudson

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

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

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

The motion passed unanimously.

APPROVAL OF AGENDA

The following changes were made to the agenda:

- Agenda item #1 – Brynjulfson presentation was added to the agenda.
- Agenda item #4 – task order #4 was updated to task order #6

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

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

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

The motion passed unanimously.

NEW BUSINESS

1. DISCUSSION & ACTION, PRESENTATION FROM BRYNJULFSON, CPA FY 2022-2023 COMPREHENSIVE ANNUAL FINANCIAL REPORT

The Comprehensive Annual Financial Report was presented by CPA Mike Brynjulfson.

Attorney Claytor explained the investment of restricted funds.

Mayor Pennant opened the floor for public comment:

Annette Wilson asked about the timeliness of the audit, affecting the results of the audit and how well the town did with the audit.

Commissioner Richardson stated she was enthused with the details and structure of which the audit report was completed.

Commissioner Pugh asked for one positive take away from the audit report.

2. DISCUSSION & ACTION, VALENCIA RIDGE RESERVE HARDSHIP APPLICATION

Interim Town Manager and Attorney Claytor provided the analysis for the hardship application.

This is an applicant-initiated request for approval of a hardship application for the Valencia Ridge Subdivision.

The Town Commission may authorize exception(s) to the moratorium imposed by Ordinance 24-09 when it finds, based upon competent substantial evidence presented at a duly noticed public meeting, that the deferral of action and/or issuance on an application for a development order and/or development permit for the duration of the moratorium imposes an extraordinary hardship. For purposes of requesting a hardship exception, the owner shall request a determination in the same form and manner provided for in **Section 6** of the Ordinance.

In reviewing an application for an exception based upon a claim of extraordinary hardship, the Town Commission shall consider all competent substantial evidence and relevant testimony which includes, but is not limited to, the following:

- (i) Prior to July 23, 2024 (date established by pending ordinance doctrine), the extent to which the owner had received permit(s) and/or approvals from the Town.
- (ii) Prior to July 23, 2024, whether the owner had entered into any contractual commitments in reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iii) Prior to July 23, 2024, whether the owner has made a substantial expenditure in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town.
- (iv) Prior to July 23, 2024, in *good faith* reliance upon the permit(s) and/or approval(s) issued by the Town, the owner has incurred financial obligation(s) to a lending institution which cannot be met unless the subject development proceeds (i.e., owner exhausted all available alternatives).

Whether the moratorium exposes the owner to substantial monetary liability to third-parties, results in the owner's inability to earn a reasonable investment-backed expectation on and/or for the subject real property.

Mayor Pennant inquired of Assistant Town Manager Peterson of the relevance to the claims of a hardship. She said there is no CSP Approval allowing the developer to move earth.

Mayor Pennant opened the floor for public comment:

Annette Wilson asked if this was one of the projects before the moratorium.

Commissioner Pugh seated, based on the five items before the commission, the commission cannot reasonably vote for the hardship application.

Attorney Claytor stated the Ordinance spells out the conditions of hardship and that staff is not making any recommendations.

Joe Esposito, on behalf of Valencia Ridge Reserve, said they are not asking for approval but to continue their plans so they may receive approval at the end, once they receive water in 90 days or so.

Mayor Pennant stated several things need to be done. Even with everything done and ready to go, we still must wait for the report from SWFMD as to how much water the project will receive.

Commissioner Pugh asked for a vote.

A motion to deny the hardship application based on the project not receiving the level of approval to justify a hardship was made by Vice Mayor Goddard and seconded by Commissioner Pugh.

Voting in favor, Commissioner Quarles, Commissioner Richardson, Commissioner Pugh, Vice Mayor Goddard, Mayor Pennant

The motion passed unanimously.

3. DISCUSSION & ACTION, UTILITIES DEPARTMENT TRUCK PURCHASE

Interim Town Manager Carbone presented the analysis.

The Public Utilities Department is requesting an additional \$7,887.60 to facilitate the purchase of a 2024 Ford Ranger XL 4X4 and a 2025 Ford Maverick XL from Jarrett Gordon Ford. The Ford Ranger is currently in stock at the dealership, and the Maverick is in production with an estimated availability in 30 days.

At the April 9, 2024, Town Commission Meeting, the Commission approved the purchase of two (2) 2024 Ford Maverick trucks from Bartow Ford in the amount of \$59,095.40, for the Utilities Department, as outlined in the FY 2023-2024 budget. These vehicles were intended to replace vehicle #405 and vehicle #502, both of which are out of service.

The trucks were ordered from Bartow Ford on April 10, 2024. In December 2024, the Town was notified that the vehicles could not be delivered due to a stop-sale recall with an indefinite resolution timeline. With no further updates or resolution, the Public Utilities Department canceled the order with Bartow Ford on February 17, 2025.

The mayor opened the floor for public comment; being none, the floor was closed.

A motion to approve the purchase of the Ford Maverick and Ford Ranger was made by Vice Mayor Goddard and seconded by Commissioner Quarles.

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

The motion passed unanimously.

4. DISCUSSION & ACTION, RAFTELIS TASK ORDER #6

Interim Town Manager Carbone presented the analysis.

Task Order Number 6 to Continuing Contract for Consulting Services for Stormwater Rate Study.

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

A motion to approve Task order #6 was made by Vice Mayor Goddard, seconded by Commissioner Quarles.

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

The motion passed unanimously.

REPORTS FROM OFFICERS

Dundee Fire Department

Interim Town Manager Carbone reported as of YTD, there are a total of 211 calls for service, since the last update there have been 102 calls for service, 64 rescue calls, 2 fires, 3 false alarms, 32 good intents and 1 public assist. He further shared the 2025 calendar featuring the Town of Dundee's fire truck by the truck's manufacturer.

Commissioner Richardson called for a resident who arrived late to the meeting to address the commission. Brandon Ramirez spoke concerning a letter received by staff. It was explained that the letter is to notify residents of the right-of-way vacation within 300 ft. of their property.

A brief conversation was had between Commissioner Richardson and Public Works Director John Vice concerning stormwater, she thanked his team for their hard work.

Town Attorney

Town Attorney Claytor stated he would be working with staff, Sgt. Anderson, and PCSO to evaluate the need for speed control devices within certain school zones. Their findings would be shared with the commission at a later date. He went on to say that, based on feedback from the community, there is a need for deterrents within the school zones.

Mayor Pennant inquired about a crossing zone identified for the middle school. It was stated that it was a county-owned road and the county did not designate a crossing zone.

Department Updates

Town Manager

Interim Town Manager Carbone reported the following. Assistant Town Manager Peterson is planning a tour of the Town with the visioning committee. Permits will no longer be accepted after 3:00 p.m. and signage has been placed to notify residents, and Facebook will be updated to reflect the changes. After a meeting with Mike Brynjulfson, a plan was established to meet the June 30th deadline, for the current budget. Staff will be receiving in-person training from Edmunds and the accounting system will be updated, which will provide for efficiency and better tracking of finances. We are also evaluating our IT services for better efficiency and developed a new town motto – “One Town, One Team”. He ended by thanking staff for their hard work and dedication and informed the public of the “meet your team member” highlighting staff members and the work they perform, to be rolled out on social media in the upcoming week.

Commissioners

Commissioner Richardson commended staff on clean-up and taking care of her concerns so soon. She asked for continual updates concerning the elementary and middle schools.

Commissioner Quarles asked for an update on Lake Marie Bridge and thanked the community for coming out. It was stated it is still on schedule.

Commissioner Pugh asked about the repairs for Lake Marie Park. It was stated that the repairs have been made and staff is waiting for good weather to paint. She later inquired about summer camp coming back to Dundee at the community center. The county has provided summer camp in the past and would like the town to contract with the county again. She went on to give an update on the particulars of the program.

Vice Mayor Goddard thanked everyone for coming out, he thanked staff for their performance, Assistant Town Manager Carbone, and Town Attorney Claytor for a job well done.

Mayor Pennant thanked the community for being present and helping them govern. He stated, the commission is here to provide great service and support to the community.

ADJOURNMENT at 8:48 p.m.

Respectfully submitted,

Erica Anderson

Erica Anderson, Town Clerk

APPROVAL DATE: _____

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Town of Dundee
Scope of Services
Task Order # 6
2022 Water Audit Support
 March 4, 2025



OWNER: Town of Dundee

CONSULTANT: CHA Consulting, Inc.

This Task Authorization for engineering services is made between the Town of Dundee (Town) and CHA Consulting, Inc. (Consultant). CHA is pleased to submit this proposal to provide certain professional services to the Town related to 2022 Water Audit.

This scope of services for the project identified herein, RFQ 23-01, pertains to the Master Continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, as modified by the Master continuing Professional Consulting Agreement for Architectural, Engineering, Planning, and Various Consulting Professional Services Between the Town of Dundee, Florida and Consultant, CHA Consulting, Inc., Contract Addendum.

A. Project Background and Description

The Town owns and operates two (2) water treatment plants (Hickory Walk and Riner) and provides potable water services to residential, commercial, and other customers within its utility service area. According to Southwest Florida Water Management District (SWFWMD) water use permit (WUP) number 20-005893, the Town is permitted to withdraw 917,500 gallons per day (gpd) and 1,202,000 gpd of groundwater from its Upper Floridan Aquifer (UFA) wells on annual average and peak month basis, respectively.

The Town is required to submit a Public Supply Annual Report (PSAR) to the district annually. The District utilizes the PSAR data from public and private potable water suppliers to support its water supply planning, water use permitting, and water conservation programs. The Town's water loss reported in Part-B of 2022 PSAR was 15%. As a result, the Town was required to (according to SWFWMD WUP Applicant's Handbook Part B Section 4.4.8) perform a water audit to identify opportunities to reduce water losses to less than 10%. The SWFWMD assisted the Town to perform a water audit and provided recommended remedial actions. The Town has requested assistance from the Consultant to review the remedial actions recommended by SWFWMD, track/document the Town's progress, and provide guidance on completion and timeline on the remaining items to complete.

B. Scope of Services

PHASE 100 – PROJECT ADMINISTRATION & MEETING

The Consultant will prepare for and attend a virtual kickoff meeting with the Town to develop a clear and mutual understanding of the scope elements and performance requirements for the Project. Specific duties under this task include contract administration, budget management, invoicing, project scheduling, and coordination with the Town staff. Invoices will include the percent complete for each task to advise and highlight the overall progress of the task, and identify completed, on-going, and pending activities.

PHASE 200 – 2022 WATER AUDIT SUPPORT

The remedial action plan recommended by SWFWMD (Town of Dundee 2022 Water Audit Report, SWFWMD, May 2024) are shown in **Table 1**.

Table 1. Town of Dundee Water Loss Remedial Action Plan Recommended by SWFWMD

Category	Action Item	No.
<i>Preliminary Loss Control Measures</i>		
Source Meter Accuracy	Conduct detailed annual field testing and calibration to assess the accuracy of the supply/interconnect meters in accordance with AWWA M6 Manual of Water Supply Practices.	1
Customer Billing System	Analyze the customer billing system to identify deficiencies in the data handling process resulting in apparent losses. Flowchart the data handling pathways to perform this analysis.	2
	Gather basic customer account demographic data, including number of meters by meter size, customer type, and consumption ranges.	3
	Implement written policies and procedures for activation of new billing accounts, zero read meters, and overall billing operations management.	4
<i>Short Term Loss Control Measures (6 months to 1 year)</i>		
Apparent Losses	Ensure the meters are properly sized. Use the compiled list of basic customer account demographics. Look for anomalies such as small meters registering large cumulative flows or large meters registering small flows.	5
	Confirm the correct meter multipliers used for large water meters and verify the absolute encoder register digits read correctly through any automatic reading equipment.	6
	Meter accuracy testing of a sample population of the customer meters with either a calibrated test bench or by bucket testing per AWWA M6.	7
	Accuracy testing of large meters (3-inch and larger) with low flow data gaps to quantify recoverable revenue consumption.	8
	Ensure all customer classes are captured in reports and that the reporting queries are capturing accurate data from the billing database.	9
Real Losses	Overnight flow monitoring for background leakage analysis.	10
	Ensure prompt response time to know leaks and main breaks.	11
<i>Long Term Loss Control Measures (1 year to 3 years)</i>		
Apparent Losses	Complete an initial third-party billing audit to confirm the validity of the systematic and reporting loss category.	12
	Conduct an account audit to verify that all customers are accounted in the billing system.	13
	Implement SOP for routine large meter accuracy testing.	14
	Confirm that credit adjustments to customer billing system do not corrupt or alter true consumption volumes. Separate billed consumption from actual consumption.	15
Real Losses	Deploy a leak detection program for proactive leak repair.	16
	Conduct reoccurring visual inspection of AMR/AMI customer meters, drain/clean meter boxes, etc.	17

For this task, the Consultant will:

- 1) Track the Town’s progress to perform the Remedial Actions 1 to 17 listed in **Table 1**, compile the supporting documentations in one package, and share the package with SWFWMD.
- 2) Develop a timed action plan (along with guidance for each item) for the Town to perform unaddressed remedial actions to date and submit documentation to SWFWMD.

C. Deliverable

The deliverable of this project is as follows:

- Remedial Measures History and Action Plan along with supporting documentation in the form of a PDF document package for sharing with SWFWMD.

D. Schedule

The schedule for this project is presented below and will commence upon receiving a Notice to Proceed (NTP) from the Town.

Description	Start	End	Duration (Days)
Phase 1 – Project Administration and Meeting	3/10/25	5/9/25	60 days
Phase 2 – 2022 Water Audit Support	3/10/25	5/9/25	60 days

E. Compensation

Compensation will be a lump sum amount of **\$9,900.72** for the services provided herein and shall be due and payable monthly. The following table shows the cost breakdown for each Phase described herein.

Phase	Lump Sum Fee
Phase 1 – Project Administration and Meeting	\$519.48
Phase 2 – 2022 Water Audit Support	\$9,381.24
Total Lump Sum Fee	\$9,900.72

F. Town’s Responsibilities

The Town staff responsibilities are as follow:

- a) Provide data required to complete the tasks as requested by the Consultant.
- b) Attend progress meetings with the Consultant as needed.
- c) Provide comments and feedback on the draft deliverable document.

G. Services Not Included

The following services are not included as part of this project:

- a) Reclaimed water system master planning.
- b) Water Use Permit modifications.
- c) Detailed design drawings or specifications.
- d) Construction phase services.
- e) Utility rate study.
- f) Grant applications.
- g) Participation in FDEP rulemaking.
- h) Wetlands and/or environmental investigations.

- i) Any services not outlined in the scope of services.

H. Assumptions

The Scope of Services and compensation arrangement outlined are based on the assumption that the Town will provide review comments on the draft deliverable document within two (2) weeks from the receipt date.

I. Approval

OWNER

Town of Dundee

CONSULTANT

CHA Consulting, Inc.

Name:
Title:



Name: Weston Haggen, PE
Title: Senior Project Manager

DATE: _____

DATE: 3-4-2025



TOWN COMMISSION MEETING

March 11, 2025, at 6:30 PM

Item 1.

AGENDA ITEM TITLE: DISCUSSION & ACTION LEASE AGREEMENT YOU THRIVE FLORIDA

SUBJECT: You Thrive Florida is seeking to lease the community center located at 603 lake maire Blvd for a Senior weekly event and wellness day. This weekly event is something that has already took place in the past by the Catholic Charities of Central Florida and is currently active the change is that the organizer is changing from Catholic Charities of Central Florida to the You Thrive Florida.

STAFF ANALYSIS: staff has received a request to allow You Thrive Florida to continue the senior wellness services for our local seniors. They meet every Thursday weekly at the community center from 10am to 3pm this allows for the seniors to have a place to go and connect with one another and they have had where doctors or nutrition specialist and other important information is provided by the group to make sure the Seniors have the resources to be able to get the help they need whether they are in hard times or just don't know what programs are available to help them live the best life they can. This program makes it easier for them to connect and live.

STAFF RECOMMENDATION: at the decision of the Commission

ATTACHMENTS: Lease Agreement



Town of Dundee

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

Reservations for the Dundee Community Center are taken at Town Hall, between the office hours of 8 AM – 4 PM, Monday through Friday.

COMMUNITY CENTER RENTAL APPLICATION

Renters Name: You Thrive Florida / April Sanchez
 Rental Date: 4/11/25
 Guest Arrival Time: 10am - 2pm, Thursdays only
(THIS IS THE TIME YOUR EVENT BEGINS)
 Phone Number: 863-534-5326 or 352-345-1002 (cell)
 Name of Person Picking up the Key: Maria Ramos

FACILITY	OCCUPANCY	IN-TOWN	OUT-OF-TOWN
Community Center <small>(INCLUDES ALL AMENITIES)</small>	466/233* <small>*without tables & chairs/with tables & chairs</small>	\$400	\$500
<u>DAMAGE DEPOSIT WITHOUT ALCOHOL</u>	<u>DAMAGE DEPOSIT WITH ALCOHOL</u>	<u>ATTENDANT FEE FOR ALL EVENTS</u>	
\$500	\$1,000	\$30/HR	
No Alcohol Permits Issued to Events Celebrating Minors			

	DATE PAID/REF #
<i>Rental fee & Tax must be paid in full at the same time.</i>	
DEPOSIT:	\$ _____ / _____
DECORATION RENTAL FEE:	\$ _____ / _____
DECORATION TAX:	\$ _____ / _____
RENTAL FEE:	\$ _____ / _____
TAX:	\$ _____ / _____
TOWN ATTENDANT FEE: # of hours _____ @ \$30/HR:	\$ _____ / _____
TOTAL FEE DUE TO DUNDEE:	\$ _____
POLK COUNTY SHERIFF FEE: # of hours _____ @45/HR:	\$ _____
<i>Approved and signed Sheriff's Office paperwork must be provided before key will be given out.</i>	

415 - RENTAL 412 - SALES TAX 416 - ATTENDANT 410 - DEPOSIT
 PAYMENT VALIDATION - FOR OFFICE USE ONLY



Town of Dundee

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

FACILITY USE AGREEMENT

Please type or legibly print in ink:

APPLICANT: You Thrive Florida
ADDRESS: 1290 Golfview Blvd.
CITY: Bartow STATE: FL ZIP: 33830

DRIVERS LICENSE #: S522-003-79-603-0 STATE: FL DOB: 3/23/79
(APPLICATION MUST BE ACCOMPANIED BY A DRIVERS LICENSE OR U.S. GOVERNMENT IDENTIFICATION)

NAME/DESCRIPTION OF EVENT: Senior Services Program
LIST ACTIVITIES & EQUIPMENT (Amusement rides, animal rides, concessions, etc.): _____

TAX CERTIFICATE #: 85-8012557856C8 NON-PROFIT: Yes No EST. #: _____ People: _____ Vehicles: _____
WILL DONATIONS BE REQUESTED OF ATTENDEES? Yes No AMOUNT REQUESTED: \$ _____
WILL FOOD, GOODS or SERVICES BE SOLD? Yes No (If yes, attach itemized cost of goods, services & vendors names, addresses & phone numbers) _____

HOW WILL EVENT BE ADVERTISED/PROMOTED UPON APPROVAL? Flyers

(NOTE: No promotions are to be initiated until signed agreement is approved)

Signature: _____ Date: _____

HOLD HARMLESS/INSURANCE AGREEMENT

NOTE: The Town of Dundee Main Street Center offers the use of the Center's tables and chairs to all renters to use AT THEIR OWN RISK. The above renter assumes the liability for using these Town items.
(Some events may require insurance)

Applicant agrees to and will at all time indemnify, save and hold harmless the Town of Dundee, a Florida municipal corporation (Town), its officers, agents, and employees from all liability, claims, demands, damages and cost of every kind and nature, including attorneys' fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and damage to any and all property including loss of use thereof, resulting from or in manner arising out of or in connection with activities or use of the mentioned facilities on this contract arising out of its relationship with Town, excepting only liability resulting from the negligence of the Town. The Applicant will, upon request from the Town, defend and satisfy any and all suits arising from its use of the premises. Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or the limits of liability set forth in Sec. 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, or otherwise

Applicant will, at own expense, keep in force during the term of this agreement, insurance from an insurance company licensed in the State of Florida and rated "A, Class VIII", or better, by A.M. Best. Required insurance will be evidenced by a certificate of insurance including: Comprehensive Liability insurance with a minimum limit of one million dollars per occurrence combined single limit to include: Premises Personal Liability injury, Operations. The TOWN OF DUNDEE MUST be listed as additional insured party

Applicant Signature: [Signature] Date: 2/26/25
Board of Director Authorization Signature: _____ Date: _____
(IF APPLICANT IS SIGNING ON BEHALF OF A CORPORATION)

The permitted use of the Town of Dundee Community Center will be without discrimination because of race, religion, color, creed, or national origin.

NOTE: CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN SEVEN CALENDAR DAYS before REQUESTED EVENT DATE. Hold Harmless/Insurance Statement must be signed by all applicants. Falsification of information may result in rejection or cancellation of use.



Town of Dundee

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

RENTAL PROCEDURES:

Balance must be paid in full before 4:00 p.m. on the business day before the event.

Payments can be paid by cash, money order, check, or credit card*. Payments made less than fourteen (14) days before the event must be made in the form of a money order or cash only. Once the deposit is paid, you are unable to make changes. The clean-up/damage deposit will be returned in six to eight weeks if the facility is left in satisfactory condition. ****A 2.95% fee will be charged for use of a credit card.**

RENTAL HOURS: The Dundee Community Center is available for rental Monday through Saturday from 10:00 am to midnight (12:00am)

AS (initial) IF reserving the Community Center to decorate the day before your event there is a fee of \$53.50. You may not enter the building before 1:30 p.m. and must be out no later than 9:00 p.m.

AS (initial) On the date of the event, you may not enter the building to prepare for your event until 10:00 a.m. The facility must be cleaned and all event participants out of the building by midnight. **Any infraction of this deadline will cause your security deposit to be retained.**

RENTAL KEY FEE:

AS I acknowledge that if I do not return the rental key to the attendant, I will forfeit my security deposit and will be charged for rekeying the locks- NO EXCEPTIONS. If an attendant is called to open the Community Center for loss of key(s), they will be charged for an extra hour of attendant fee of \$15.00. No key will be issued until the check has cleared.

REFUNDS:

AS If cancellation occurs twenty (20) calendar days or more before a program/event, a 100% refund will be given for rental fees and deposits that have been paid.

AS If cancellation occurs nineteen (19) calendar days or less before a program/event, a 50% refund will be given for rental fees and deposits that have been paid.

AS A 100% cancellation fee will be retained from the deposit if cancelled within 5 DAYS of the scheduled event.

AS Deposit refunds can take six to eight weeks. A refund check will be mailed to the address provided on the application.

I acknowledge that I have read and understood the Rules and Regulations regarding the rental of the Town of Dundee facilities. If not, I have asked questions for clarification and understanding. Anyone not complying with any of these regulations will not be granted use of any Dundee facilities in the future and will forfeit their clean-up/damage deposit

Renter's Name: You Thrive Florida / April Sanchez

Rental Date: 4/1/25

Renter's Signature: 



Town of Dundee

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

Dundee Facility Rental Rules & Regulations

Please read and initial the following rules

- The key will only be released to the patron renting the facility or their designated representative who must be listed on the application.
- Cancellation request of event by patron only must include: Signed/dated written request including date of event and reason accompanied by patron's driver's license.
- The Town may cancel any grant of space to the lessee if use of the property in any way conflicts with Federal, State, or Local Laws, or if the occupancy, in the opinion of the Public Works Director, operates to discredit the Town of Dundee.
- Any deviation from activities listed and approved on the application will result in an automatic cancellation of the event and forfeiture of the total deposit amount.
- The applicant is solely responsible and answerable for damages for any accidents or injuries to persons or property resulting from his/her use of the facility.
- Rentals for groups composed of minors will be issued only to adults who accept responsibility for supervising them throughout the period covered by the application. **No alcohol permits issued to events celebrating minors.**
- No items or decorations of any kind are to be attached in any manner to walls or floors of rented facility. Evidence of violation of this or any rules will cause your security deposit to be retained and renter responsible for having the wall(s) professionally repainted and floors cleaned.
- The Town of Dundee assumes no responsibility for personal property, such as decorations, flowers, shrubs, etc. used or left on the premises by persons renting any recreation facility. Such properties will be removed no later than the expiration time of the reservation unless special arrangements are made through the Public Works Director at the time of reservation. The Town of Dundee, its officers, and employees will not be held liable for any such properties remaining on the premises.
- Use of alcoholic beverages for sale, possession, and/or consumption is prohibited on Town property unless a special permit has been issued. **No alcohol permits issued to events celebrating minors.**
- Gambling in any form will not be allowed and Smoking is not allowed in any facility per Florida State Law.
- Tables and chairs stored in the Center can be used. Chairs/Tables will be counted before and after use*. Town Staff are ONLY permitted to remove chairs/tables, or any other equipment from the building. Renter is responsible for ensuring that supplies needed for their event are satisfactory.

*Town Tables/Chairs should remain inside and are not permitted to be used outside of the buildings.



Town of Dundee

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

DUNDEE COMMUNITY CENTER CLEAN UP

◆ **ALL FLOORS MUST BE DRY MOPPED FIRST AND THEN WET MOPPED. NOTE: USE ONLY COLD WATER ON FLOORS. CHANGE THE WATER AS SOON AS IT GETS DIRTY. DO NOT USE DRY MOP TO WET MOP THE FLOORS**

◆ **PICK UP ALL TRASH: INSIDE AND OUTSIDE BUILDING. PUT TRASH IN THE DUMPSTER OUTSIDE. REPLACE TRASH BAGS IN ALL TRASH CONTAINERS.**

◆ **CLEAN BATHROOMS: CLEAN ALL COMMUNES AND SINKS.**

◆ **CLEAN WINDOWS: REMOVE SMUDGES & FINGERPRINTS.**

◆ **CLEAN KITCHEN: MAKE SURE STOVE AND THE INSIDE AND OUTSIDE OF THE MICROWAVE AND REFRIGERATOR.**

CLEAN-UP MUST BE STARTED NO LATER THAN 11:00 PM TO ENSURE THAT THE FACILITY IS CLEANED BY MIDNIGHT. If you do not finish cleaning by Midnight, you will still have to vacate the premises. Anything not cleaned will be taken out of your deposit.

I agree to abide by the clean-up requirements and understand that not adhering to these requirements will forfeit the return of my deposit:

Renters Signature: *April Sanchez* Date: 2/26/25

Renters Printed Name: April Sanchez

If you experience any issues before your event, please contact the attendant at the information below:

Attendant Contact Information:

Name: April Sanchez

Phone Number: 352-345-1002

All cleaning materials needed will be provided by the Town staff.

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into by and between YOU THRIVE FLORIDA (the "TENANT") AND TOWN OF DUNDEE (the "LANDLORD"), under the following terms and conditions:

1. PROPERTY. The Landlord agrees to lease to the Tenant part of the building located at:

Town of Dundee
603 Lake Maine Blvd.
Dundee, FL 33838

2. TERMS. This lease agreement shall be for a specified period of time, that being three years, beginning on April 1, 2025, and ending on March 31, 2028. The Tenant shall be solely responsible for providing sufficient equipment at the facility to operate the Nutrition Program, including any telephone or related equipment. The designated space will be used for the congregate dining site every Thursday from 8:00 AM to 1:00 PM. During Town events, the Town of Dundee will utilize this space, and the congregate dining group/services will be temporarily relocated to an alternate facility.

3. USAGE FEE. The provision of the Nutrition Program activities and meals is a benefit to local residents of Polk County. Base rental shall be \$0.00 dollars and no cents.

4. ORDINANCES AND STATUTES. The Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the premises, occasioned by or affecting the use thereof by the Tenant.

Both parties agree to comply with Title VI and VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. Specifically, in the carrying out of this Lease Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, nor in any other respect which would violate the aforesaid acts.

The Tenant shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law. The Tenant is exempt from the State of Florida sales tax pursuant to Tax Exempt Certificate Number: 85-8012557856C-8.

5. INSURANCE. Tenant, at its expense, shall maintain the following insurance during the entire term of this Lease, and any renewal period, and shall name Landlord as additional insured. Tenant shall maintain commercial general liability insurance, including a contractual liability endorsement, against any and all claims and liabilities for bodily injury or death, property damage occurring upon, in or about the Premises caused by or resulting from any act or omission of Tenant, its employees, agents, contractors, customers, guests, licensees or invitees. Such insurance shall be written on an occurrence basis (not a claims made basis), and shall have minimums as follows: bodily injury or death to any one person - \$300,000.00; bodily injury or death to more than one person arising out of any one occurrence - \$1,000,000.00; and, property damage - \$500,000.00. Such insurance policies shall provide coverage for Landlord's contingent liability on such claims or losses. The policies, certificates, or duplicates thereof shall be delivered to Landlord for keeping within thirty (30) days of the effective date of this agreement. Tenant agrees to obtain a written obligation from the insurers to notify Landlord in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Tenant agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Landlord may terminate this lease immediately.

6. INDEMNIFICATION. Without waiving Sovereign Immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this agreement, to the extent permissible by Florida Law.

7. TERMINATION OF AGREEMENT. Either party may terminate this Lease Agreement by providing sixty (60) days written Notice of Intent to Terminate. The Tenant may terminate upon twenty-four (24) hours notice for lack of funds. The Tenant shall be the final authority as to the availability of funds. The Landlord agrees to return to the Tenant any payments unearned due to early termination of the Lease Agreement.

8. NOTICE. All required notices shall be provided to:

LANDLORD

Joseph Carbone
Interim Town Manager
Town of Dundee
Dundee, FL 33838

TENANT

Kris J. Bates, CPA, CGMA
Chief Financial Officer
You Thrive Florida
820 Kennedy Blvd
Brooksville, FL 34601

9. MODIFICATION. Unless otherwise modified in writing, and executed by the parties, all terms and conditions remain in effect for the period set forth above in this Lease Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement to be duly executed by their authorized representatives the day and year first written above.

ATTEST:

MID FLORIDA COMMUNITY SERVICES

By: _____

By: _____

Chief Financial Officer

Date Signed: _____

ATTEST:

TOWN OF DUNDEE

By: _____

By: _____

Interim Town Manager

Date Signed: _____



You Thrive FL will provide breakfast & lunch at Dundee Community Center 603 Lake Marie Blvd. Free for residents 60+. Includes activities and programs!



Helping the Aging Population of Polk Remain Independent

Services Provided Include:

Breakfast and Lunch offered every Thursday from 10am-2pm

Nutrition Education

Informative Programs and Fun Activities

Call for more information:

April Sanchez (352)345-1002

Maria Ramos (352)667-1484

1290 Golfview Ave. Bartow, FL 33830

www.youthrivefl.org

**Funding Provided By Department of Elder Affairs and Senior Connection Center*



TOWN COMMISSION MEETING

March 11, 2025 at 6:30 PM

-
- AGENDA ITEM TITLE:** Discussion Item-Xtreme Car Center, Inc. Site Development Plan
- SUBJECT:** The Town Commission will consider the approval of Xtreme Car Center, Inc Site Development Plan.
- STAFF ANALYSIS:** A request by Wilbert Munoz has been submitted for Site Development Plan approval. The proposed location is 217 Dundee Rd and parcel number 27-28-28-844000-005020 on 1.24 +/- acres of land.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval.
- ATTACHMENTS:** Staff Report, Site Plan, Maps, Water Allocation Agreement, and Resolution 22-53

RESOLUTION NO. 22-53

A RESOLUTION APPROVING THE REQUEST OF XTREME CAR CENTER, INC., TO OBTAIN A SPECIAL EXCEPTION WITH CONDITIONS FOR AUTOMOBILE SALES AND MINOR AUTOMOTIVE REPAIR ON APPROXIMATELY 1.24 ACRES ZONED GENERAL RETAIL COMMERCIAL (CC) LOCATED AT 217 DUNDEE ROAD, FURTHER DESCRIBED AS PARCEL IDENTIFICATION NUMBER 272828-844000-005020; PROVIDING FOR TIMING; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY FURTHER ACTION(S) WITH REGARD TO THE CONDITIONS OF APPROVAL INCLUDING, BUT NOT LIMITED TO, NEGOTIATING AND ENTERING INTO A DEVELOPER'S AGREEMENT ON BEHALF OF THE TOWN OF DUNDEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Xtreme Car Center, Inc. (the "Applicant"), an active Florida corporation, owns the property located at 217 Dundee Road (as shown in Exhibit "A"); and

WHEREAS, pursuant to 7.05.02 of the Town of Dundee Land Development Code (LDC) and applicable Florida law, the Applicant has submitted an application and a site plan for a Special Exception for automobile sales and minor automotive repair for approval by the Town Commission of the Town of Dundee

WHEREAS, the property has a Town of Dundee zoning designation of General Retail Commercial (CC); and

WHEREAS, the General Retail Commercial (CC) Zoning district permits automobile sales by right with an approved Special Exception; and

WHEREAS, the General Retail Commercial (CC) Zoning district permits minor automotive repair by right with an approved Special Exception; and

WHEREAS, the application for automobile sales and minor automotive repair as presented by the Applicant meets all requirements of Section 3.07.00 of the Town of Dundee Unified Land Development Code; and

WHEREAS, on December 15, 2022, in accordance with Section 163.3174, Florida Statutes, and applicable law, the Town's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Town, at a duly advertised public meeting considered the Applicant's request for special exception as set forth in this Ordinance

RESOLUTION 22-53
PAGE 2

which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on December 15, 2022, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the Town's Planning and Zoning Board; and

WHEREAS, on December 15, 2022, after considering all the facts and testimony presented by the Town, interested and/or aggrieved parties, and citizens in attendance, the Town's Planning and Zoning Board voted to recommend approval of the Applicant's request for the special exception with conditions as set forth in this Resolution to the Town Commission; and

WHEREAS, the Town Commission has reviewed the Special Exception application, held an advertised public hearing, and provided for comments and public participation in the process in accordance with the requirements of state law; and

WHEREAS, the special exception approval shall be in keeping with the approved site plan (see Exhibit B) and Section 7.05.02(E) of the Dundee Unified Land Development Code, which allows for the conditioning of Special Exceptions.

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

Section 1. Special Exception. The Special Exception application for automobile sales and minor automotive repair located at 217 Dundee Road (see Exhibit "A" – aerial photo map of location) is approved and shall conform to the site plan (see Exhibit "B"- the proposed site development plan). Provided further, in accordance with Section 7.05.02(E) of the Town of Dundee Unified Land Development Code, the following conditions and safeguards shall be imposed on the grant this special exception and site plan (see Exhibit "B"), as follows:

1. Completion of a transportation analysis.
2. A signed Concurrency Developer's Agreement and a Water Supply Allocation Agreement.
3. A knee wall and/or wrought iron fence be installed on the portion of property facing Dundee Road.
4. All repair work shall occur inside the building (see attached Exhibit "B");
5. No repair work may occur between 7:00 pm and 8:00 am.

RESOLUTION 22-53**PAGE 3**

6. No parking shall be permitted on any unpaved portion of the property located at 217 Dundee Road (see attached Exhibit "A");
7. The Applicant will work with staff to ensure the building design meets and complies with the intent of the Dundee Vision Plan which includes, but shall not be limited to, building aesthetics; and
8. The requirement that a special exception begin to serve the purpose for which it was granted permission within 180 days from the date of approval is extended to 12 months to permit the applicant time to complete site plan approval, construction plan approval, and construction.
9. Notwithstanding other applicable provisions of the Town of Dundee Land Development Code, for purposes of this condition, the term(s) **Abandon/Abandonment** shall also mean the intentional and voluntary relinquishment of the approved use(s). The temporary cessation of the approved use(s) does not operate to effect an abandonment of the use(s). For purposes of this condition, "temporary cessation" means a temporary cessation of a use for a period of time not to exceed 120 consecutive days. In the event of discontinuance of a use for a period of time exceeding 120 consecutive days or a period of time totaling 180 calendar days within a calendar year, the use shall be deemed abandoned. An order of the Town of Dundee Code Enforcement Special Magistrate finding that the subject real property failed to strictly adhere to the condition(s) prescribed by Resolution 22-53 shall constitute an abandonment of the Special Exception.
10. 217 Dundee Road, Xtreme Car Center, Inc., the washing and detailing of cars are to be done on cars that are sold as part of the business of Xtreme Car Center, Inc. Car washing and detailing of cars for the public is not permitted.

Section 2. Timing. In accordance with Section 7.05.03, the special exception, as granted through this Resolution, shall expire if the special exception uses do not commence within twelve (12) months from the date of approval of this Resolution or if such uses are abandoned for a period greater than 180 days.

Section 3. Town Manager Authorization. The Town Commission of the Town of Dundee authorizes the Town Manager to take all necessary further actions with regard to the conditions of approval of this Resolution which includes, but shall not be limited to, negotiating and entering into a developer's agreement on behalf of the Town of Dundee.

Section 4. Severability. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared

RESOLUTION 22-53
PAGE 4

by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions or portions of this Resolution shall remain in full force and effect.

Section 5. Administrative Correction of Scrivener's Errors. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent of this Resolution may be authorized by the Town Manager or her/his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

Section 6. Conflicts. In any case where a provision of this Resolution is found to be in conflict with a provision of any other resolution of the Town of Dundee, the provisions of this Resolution shall prevail.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.


INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session, this 10th day of January, 2023.

TOWN OF DUNDEE




Sam Pennant, Mayor

ATTEST WITH SEAL:



Jenn Garcia, Town Clerk

Approved as to form:

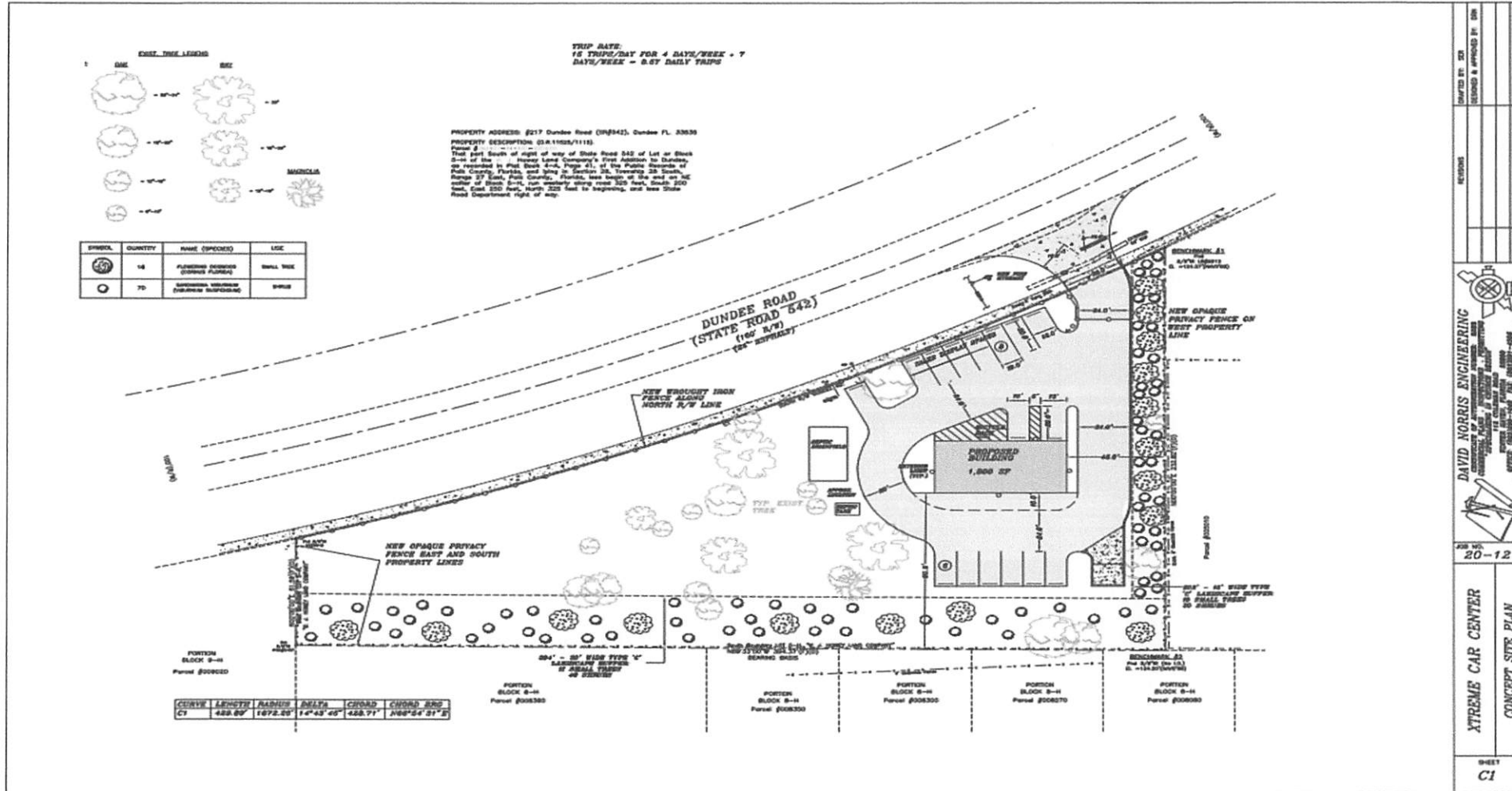


Frederick J. Murphy, Jr., Town Attorney

Resolution 22-53
Exhibit "A"



Resolution 22-53
Exhibit "B"



DESIGNED BY: [REDACTED]
DRAWN & APPROVED BY: [REDACTED]

REVISIONS

DAVID NORRIS ENGINEERING
CONSULTING ENGINEERS, ARCHITECTS, PLANNERS & ENVIRONMENTAL SCIENTISTS
15400 S. HAWAIIAN BLVD., SUITE 200
DUNDEE, FLORIDA 33530
PH: 813-840-4848 FAX: 813-840-4848

JOB NO: 20-12

XTRME CAR CENTER
CONCEPT SITE PLAN

SHEET
C1



INSTR # 2023043719
BK 12592 Pgs 1385-1390 PG(s) 6
RECORDED 02/23/2023 04:32:50 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$52.50
RECORDED BY vergayal

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue (33830)
Bartow, FL 33831

WATER SUPPLY ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of January, 2023 by and between Xtreme Car Center, Inc.* ("OWNER"), and the TOWN OF DUNDEE, FLORIDA, a municipal corporation created under the laws of the State of Florida ("TOWN"). * a FLORIDA Corporation

RECITALS

1. TOWN owns and operates a central water supply system and provides central water service throughout its exclusive service area.
2. OWNER owns property ("Property") upon which it currently owns and operates well(s) through which groundwater is supplied for agricultural or other uses on the Property. The Property is described in Exhibit "A" attached to and incorporated in this Agreement.
3. OWNER proposes to develop the Property which contemplates a conversion of land uses from agricultural or other uses to urban uses.
4. These urban uses will require the extension and delivery of domestic potable water service to the Property.
5. OWNER desires the extension of domestic potable water service to the Property.
6. TOWN is ready, willing, and able to extend such service subject to later execution of an agreement regarding the TOWN's provision of water and wastewater services for the Property as well as other development matters associated with the Property and further subject to transfer of OWNER's water allocation associated with the well(s) located on the Property.
7. OWNER is willing to agree to such water allocation.
8. The parties agree and acknowledge that each of them is authorized and empowered to enter into this Agreement.

(3 wells existing)
2 are "plugged"
1 is only for "monitoring"
W.M.F.*

ACCORDINGLY, in consideration of the above-referenced Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. WATER ALLOCATION TRANSFER. The OWNER hereby consents and agrees to transfer and transfers the water allocation (whether surface water, groundwater, or both) allocated by the Southwest Florida Water Management District ("SWFWMD") under consumptive use/water use permit no. 1118 (and any other unpermitted water allocation associated with any wells on the Property) to the TOWN. The permitting quantity for the well(s) is currently 1118 gallons per day ("GPD"). OWNER further agrees to transfer said permit to TOWN if necessary to effectuate the transfer of the water allocation to the TOWN and execute any documents and/or take any and all other actions determined necessary by the TOWN in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. Provided further that OWNER shall be responsible for any costs and/or actions required by SWFWMD and/or any agencies with jurisdiction in order to effectuate the water allocation transfer of the well(s) and permit(s) to the TOWN as contemplated herein. This transfer shall become effective upon the effective date of this Agreement.

SECTION 3. RECORDING. OWNER agrees that TOWN may record this Agreement in the Public Records of Polk County, Florida.

SECTION 4. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date on which the TOWN's governing body approves this Agreement.

SECTION 5. COVENANT RUNNING WITH THE LAND. OWNER agrees that its transfer of water allocation is a covenant running with the Property and shall be binding on future owners of the Property.

SECTION 6. WATER SERVICE. Upon execution of an agreement regarding the TOWN's provision of water and wastewater services, the TOWN shall provide water service to the OWNER, its successors or assigns for use on the Property.

SECTION 7. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 8. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be exclusively in the state courts of competent jurisdiction in Polk County, Florida.

SECTION 9. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full

power and authority to bind the entity for which that person is signing.

SECTION 10. CAPACITY. No specific reservation of water or wastewater capacity is granted by TOWN under this Agreement EXCEPT as specifically stated herein.

SECTION 11. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 12. AMENDMENT AND ASSIGNMENT. This Agreement may not be amended and/or assigned, unless evidenced in writing and executed by the parties hereto and approved by the TOWN's governing body.

SECTION 13. PUBLIC RECORDS. Pursuant to Florida law, if the OWNER is a "contractor" as defined in § 119.07D1(1)(a), Florida Statutes, OWNER must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the OWNER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the TOWN's information technology systems.


IF OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGARCIA@TOWNOFDUNDEE.COM, 202 EAST MAIN STREET, DUNDEE, FL 33838.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

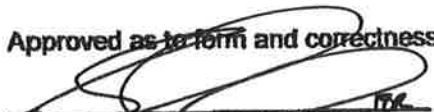
ATTEST:


Jenn Garcia
Town Clerk

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


Samuel Pennant
Mayor

Approved as to form and correctness:


Frederick J. Murphy, Jr.
Town Attorney

**STATE OF FLORIDA
COUNTY OF POLK**

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared SAMUEL PENNANT, as Mayor of the Town of Dundee, Florida, a Florida municipal corporation, to me well known and known to me to be the individual described in and/or produced _____ as identification and who executed the foregoing instrument, and was authorized on behalf of said Town of Dundee, Florida, a Florida municipal corporation, to execute same, and he severally acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of February 2023

My Commission expires:

09/14/2023


Notary Public in and for the State of Florida at Large



Jennifer P. Denson-Garcia
Comm. # GG907816
Expires: Sept. 14, 2023
Bonded Thru Aaron Notary

OWNER

Xtreme Car Center, Inc

W Munoz

By: Wilbert Munoz
Print Name:

↑ Its: President

Date: 1-6-2023

[CORPORATE SEAL]

Brenda Carter

↑ Brenda Carter signature

↑ Witness signature ↑
Print witness name: Joseline Peterson

Joseline Peterson

↑ Witness signature ↑
Print witness name: _____

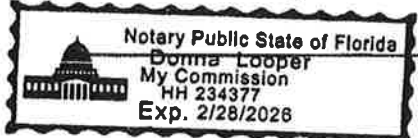
↑ Witness signature ↑

STATE OF FLORIDA
COUNTY OF Polk

Before me, by means of physical presence or online notarization, the undersigned authority, this day personally appeared Wilbert Munoz, as owner of Xtreme Car Center Inc., a _____, to me well known and known to me to be the individual described in and/or a produced Dr. License as identification and who executed the forgoing instrument, and was authorized on behalf of said Xtreme Car Center Inc. owner, to execute same, and (s)he severally acknowledged before me that (s)he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6 day of Jan., 2023.

My Commission expires:



Donna Looper
Notary Public in and for the State of Florida at Large

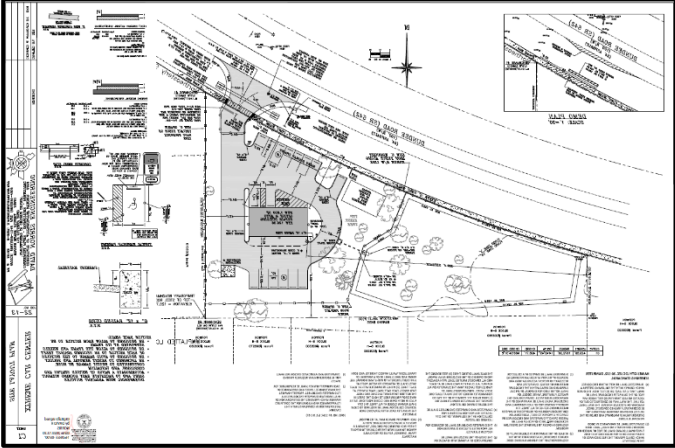



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

That part South of right of way of State Road 542 of Lot or Block 5-H of the W. J. Howey Land Company's First Addition to Dundee, as recorded in Plat Book 4-A, Page 41, of the Public Records of Polk County, Florida, and lying in Section 28, Township 28 South, Range 27 East, Polk County, Florida, less begin at the end on NE corner of Block 5-H, run westerly along road 325 feet, South 200 feet, East 250 feet, North 325 feet to beginning, and less State Road Department right of way.



STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 2/23/23
This copy has been reviewed, and if required by law, redacted.
STACY M. BUTTERFIELD, CLERK CIRCUIT COURT
By [Signature] D.C.

	To: Town Commission
	Agenda Date: March 11, 2025
	Department: Planning and Zoning
	Discussion Topic: Site Development Plan
	Requested Action: Approval of the site development plan for Xtreme Car Center Inc.
Prepared By: Lorraine Peterson, Development Director	
	

PROPERTY INFORMATION

The site is situated on 1.24 +/- acres with lot frontage on Dundee Road (Attached Aerial Photo Map). It is on the south side of Dundee Road, north of Louise Avenue, west of Dr. Martin Luther King Street, east of Bay Street, Town of Dundee, in Section 28, Township 28, Range 27, further described as parcel number 27-28-28-844000-005020. The proposed site has an existing Future Land Use (FLU) designation of commercial and the Zoning classification of general retail commercial (CC).

LAND DEVELOPMENT CODE

The Land Development Code requires a site development plan approval prior to the issuance of a building permit for all nonresidential 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 Xtreme Car Center Inc. 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 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 (FLU) designation of commercial and a zoning classification of general retail commercial (CC). According to the Land Development Code (LDC), Section 2.02.01 (A) table of land uses, automobile sales and minor automotive repair are permitted by special exception approval, which was approved by Town Commission on January 10, 2023, by way of Resolution 22-53 (attached).

➤ Potable Water

The proposed auto sales with minor auto repair center will have a water demand of 432 gpd. (0.24 FAR used)

➤ Sewer

The proposed auto sales with minor auto repair center will have a sewer demand of 360 gpd. (0.20 FAR used)

➤ 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 1800 square feet, 7 parking spaces is the minimum required of the 7 spaces at least 1 of the parking spaces must be an accessible space (14 parking spaces will be available). The applicant meets these requirements.

➤ Schools

Not applicable

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➤ Roads

A minor traffic study has been conducted, and the town’s consulting transportation engineer finds no significant impact will result from Xtreme Car Center Inc. Roadway links that are being affected by this project will be link 8103 east and west, Dundee Rd. (from US 27 to S.R. 17 (Ridge Scenic Hwy.)). Per the applicant the project will generate 58 daily trips and 5 peak hour trips and will not lower the level of service (LOS) on this roadway.

CONDITIONS

Conditions related to a developer’s agreement and a water allocation agreement 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 Xtreme Car Center Inc. with specific regard to the codes and ordinances of the Town of Dundee and have given their approval.

DRC:

- 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- Seth Claytor of Boswell & Dunlap, LLP
- 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.

Town of Dundee Town Commission Meeting

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.

MOTION OPTIONS:

1. I move **approval of the Site Development Plan** for Xtreme Car Center Inc.
 2. I move **approval with conditions of the Site Development Plan** for Xtreme Car Center Inc.
 3. I move **denial of the Site Development Plan** for Xtreme Car Center Inc.
 4. I move **continuing the Site Development Plan** for Xtreme Car Center Inc. to a date and time certain.
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Attachments: Location Map

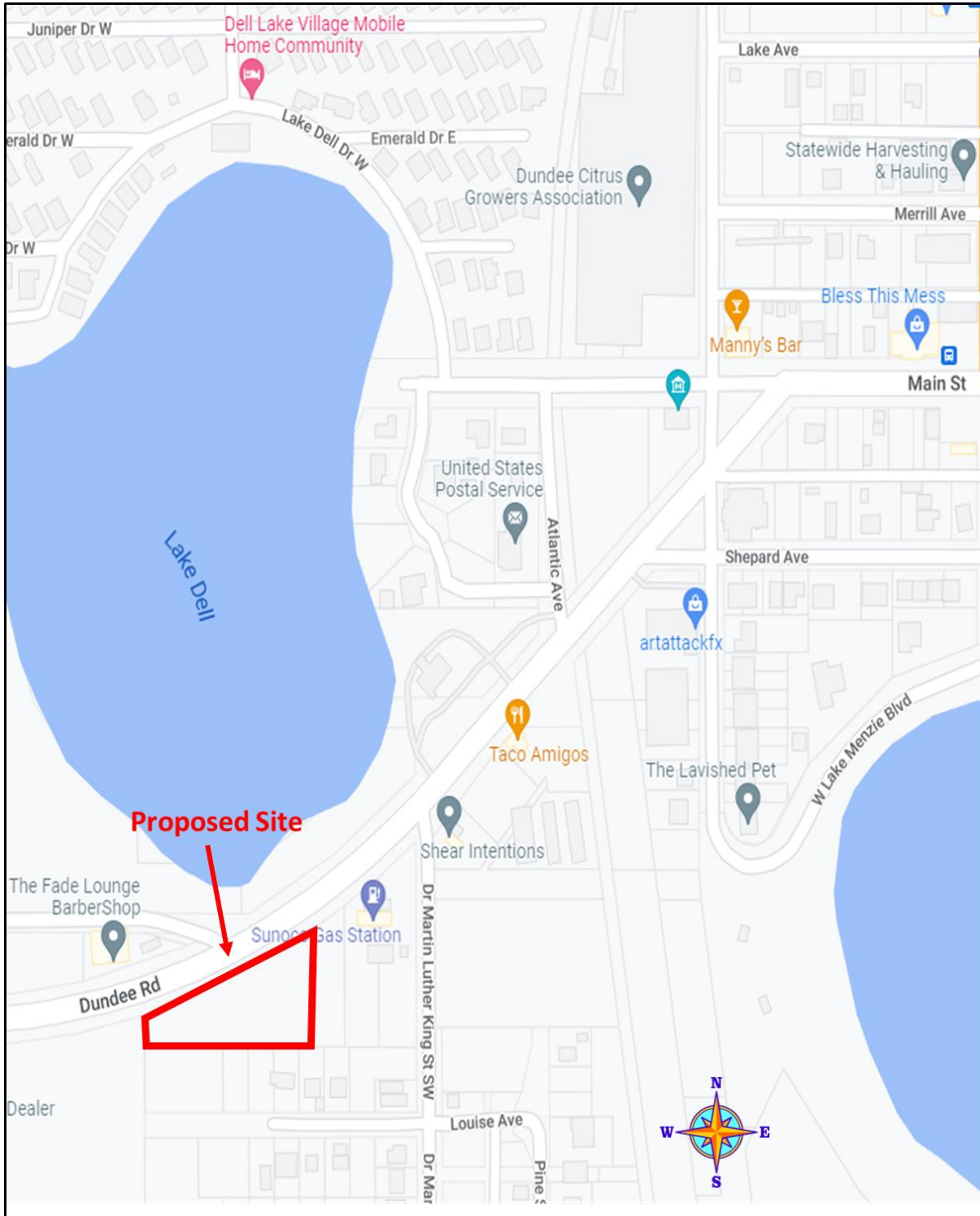
Aerial Map

Site Plan

Special Exception Resolution 22-53

Water Allocation Agreement

Location Map



Aerial Map

TOWN OF DUNDEE AERIAL PHOTO MAP





TOWN COMMISSION MEETING

March 11, 2025, at 6:30 PM

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- AGENDA ITEM TITLE:** DISCUSSION & ACTION, SUMMER CAMP FOR THE TOWN OF DUNDEE 2025
- SUBJECT:** Summer camp for the Town of Dundee, support resolution.
- STAFF ANALYSIS:** The purpose of this item is for the commission to discuss a resolution(s) of support, if any, for the upcoming summer camp, provided by Polk County, FL.
- FISCAL IMPACT:** None at this time.
- STAFF RECOMMENDATION:** At the pleasure of the commission
- ATTACHMENTS:** None