



TOWN COMMISSION MEETING AGENDA

May 09, 2023 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 MAY 9, 2023

A. AGREEMENTS

1. BORING EQUIPMENT RENEWAL AGREEMENT

B. MINUTES

- 1. March 28, 2023, Town Commission Meeting**
- 2. April 11, 2023, Town Commission Meeting**
- 3. April 25, 2023, Town Commission Meeting**

APPROVAL OF AGENDA

NEW BUSINESS

1. SELECTION OF VICE MAYOR OF THE TOWN COMMISSION

- 2. COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES**
- 3. RDINANCE 23-04, CALDWELL RIDGE VOLUNTARY ANNEXATION**
- 4. DISCUSSION & ACTION, IDEAL REFUSE BAD DEBT WRITE OFF**
- 5. DISCUSSION & ACTION, BUDGET WORKSHOP DATES**
- 6. DISCUSSION & ACTION, GRAPPLE TRUCK REPAIR**

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

ADJOURNMENT

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

If you are a person with a 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

May 9, 2023 at 6:30 PM

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 May 9, 2023 contains the following:

A. AGREEMENTS

1. BORING EQUIPMENT RENEWAL AGREEMENT

B. MINUTES

1. March 28, 2023, Town Commission Meeting

2. April 14, 2023, Town Commission Meeting

3. April 28, 2023, Town Commission Meeting

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: Boring proposal
CIT Agreement
March 28, 2023, Town Commission Meeting Minutes
April 14, 2023, Town Commission Meeting Minutes
April 28, 2023, Town Commission Meeting Minutes



MANAGEMENT PROPOSAL

PREPARED FOR:
Town of Dundee

PREPARED BY:
Jamey Utz
Account Executive

boring
IT & PRINT SOLUTIONS

BORING BUSINESS SYSTEMS

Address: 950 E. Main St., Lakeland FL 33801

Phone: 863-686-3167 | Website: www.boring.com**Town Of Dundee****Wednesday, May 03, 2023****Please see below for the proposed equipment and financials we discussed.****PROPOSED EQUIPMENT**

Quantity	Model	Description
1	DX 4835i	imageRUNNER ADVANCE DX 4835i
1	DX 4835i	ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Receptacles (5-15R x3)
1	DX 4835i	Cabinet Type-W
1	DX 4835i	Inner Finisher-L1
1	DX 4835i	Single Pass DADF-C1
1	DX C5840i	imageRUNNER ADVANCE DX C5840i
1	DX C5840i	ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Receptacles (5-15R x3)
1	DX C5840i	Cassette Feeding Unit-AQ1
1	DX C5840i	Inner Finisher-L1
1	DX C5840i	Super G3 FAX Board-AX1
1	DX C5840i	imageRUNNER ADVANCE DX C5840i
1	DX C5840i	ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Receptacles (5-15R x3)
1	DX C5840i	Cabinet Type-V
1	DX C5840i	imageRUNNER ADVANCE DX C5840i
1	DX C5840i	ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Receptacles (5-15R x3)
1	DX C5840i	Cabinet Type-V
1	DX C5840i	Super G3 FAX Board-AX1
1	XC4342	XC4342 Color Workgroup Multi-Function Printer
1	XC4342	Lexmark 550-Sheet Tray
1	XC4342	Lexmark Adjustable Stand

INVESTMENT OPTIONS

Term	Payment
60	814.22

BASED ON 12 MONTH AVERAGE 1ST YEAR SAVINGS 2,401.83!!!

MAINTENANCE & SUPPLIES

The maintenance agreement for this proposal includes:

- **Up to 0 mono images per month at an overage rate of \$0.00880000 per image.**
- **Up to 0 color images per month at an overage rate of \$0.06000000 per image.**
- **Parts, labor, image drums, and consumable supplies (excluding paper and staples).**

Thank you for this opportunity. If you have any questions, please contact me at (863) 686-3167 or jutz@boring.com.

**Sincerely,
Jamey Utz
Boring Business Systems**

LESSEE INFORMATION

LESSEE Full Legal Name: TOWN OF DUNDEE, FL LESSEE Billing Address: 202 EAST MAIN ST DUNDEE, FL 33838 Equipment Location (if not the same as above): See Attached List	LESSEE Phone Number: (863)438-8330 County: Polk LESSEE Tax ID#:
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EQUIPMENT DESCRIPTION

Equipment Make & Model <small>See Equipment List</small>	Serial Number	Accessories	(Attach Separate Schedule if Necessary)
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TERM AND LEASE PAYMENT

Term of Lease in Months: 60	Lease Payment (plus applicable taxes): \$814.22	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (Default is Monthly)	If required, You agree to pay at the time you sign this Agreement - Advance Payment(s) totaling: \$0.00 Plus applicable taxes Documentation Fee \$75.00 Payable with First Invoice
END OF LEASE OPTIONS**	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input type="checkbox"/> OTHER		**Shall be FMV unless otherwise indicated

Equipment Supplier Name/Address/Phone: Boring Business Systems 950 E main Stree Lakeland, FL 33802

TERMS AND CONDITIONS:

1. Lease. You (the "Lessee") agree to lease from us, CIT Bank, a division of First-Citizens Bank & Trust Company ("Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the Supplier's estimate. This Lease is effective on the date that it is accepted and signed by us and the term of this Lease starts on the same date, or a later date reasonably calculated by us ("Commencement Date") and continues thereafter for the number of months indicated above with all Lease payments being due as invoiced by us. If we accept this Lease you will pay us "interim" rent from the date the Equipment is delivered to you until the Commencement Date calculated by multiplying the monthly Lease payment by 1/30 for each day during the interim rent period. You will arrange for delivery of the Equipment and you will inspect it upon your receipt. The Equipment will be deemed irrevocably accepted by you upon delivery to us of a signed Delivery and Acceptance Certificate. **BY SIGNING THIS LEASE YOU AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS LEASE; (ii) THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (v) This Lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens, (vi) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. You agree to pay us the Documentation Fee to reimburse our expenses for preparing financing statements, other documentation costs and ongoing administration costs during the term of this Lease. If a payment is not made within 10 days of when due, you will pay us a late charge of 7% of the payment, but in no event greater than the maximum rate allowable under applicable law. We may charge you a fee of \$25.00 for any check that is returned, but in no event greater than the maximum allowed under applicable law.**

2. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file a financing statement.

3. Equipment Use, No Warranties: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We are not the manufacturer of the Equipment and you will not make a claim against us for any consequential, direct, special or indirect damages for any reason. You have selected the Equipment based solely on your own judgment. Neither the supplier nor any salesperson is our agent or has authority to bind us in anyway. We transfer to you any assignable manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. You cannot move the Equipment from your location shown above or make any alterations to the Equipment.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent, which consent will not be unreasonably withheld. We may, without notice to you, sell, assign or transfer the Lease and/or the Equipment and the new owner will have the same rights and benefits we now have (but not our obligations) and will not be subject to any claims defenses or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all loss or damage to the Equipment during the lease term. If either occurs, at our option you must either repair the Equipment to our satisfaction or pay the amount in 8(ii). You are also responsible for and will indemnify us against all claims for losses or damage caused by the Equipment which are made during or after the lease term. You will (1) insure the Equipment against all loss or damage naming us as loss payee, (2) obtain liability and third party property damage insurance naming us as an additional insured and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material policy change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. That cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The insurance we obtain (1) will not name you as an insured, additional insured or loss payee, (2) will not provide you with liability insurance, (3) may not pay any claim that you make (4) will not pay any claim made against you, and (5) may be cancelled by us at any time.

You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

6. Taxes: You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

7. End of Lease; Return: You will give us at least 90 days but not more than 180 days written notice before the expiration of the initial lease term, or 30 days before the end of any renewal term, of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase all Equipment as indicated above under "End of Lease Option" on an "AS-IS, WHERE-IS" basis (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or (b) return all the Equipment in good working condition at your cost within 10 days after the end of the lease term, and to a location we designate. If you fail to notify us, or if you do notify us but do not (i) purchase or (ii) return the Equipment as provided in your notice, this Lease will automatically renew at the same payment amount for an initial 90-day period and thereafter for successive 30 day terms unless and until you notify us at least 30 days before the end of the renewal term that you will not renew and you return the Equipment at the end of the renewal term. If your payment frequency is monthly your renewal payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payment shall be the monthly equivalent of your payment amount. Unless you purchase the Equipment at the end of this Lease, you will immediately deliver the Equipment to the party and location directed by us in as good condition as when you received it, except for ordinary wear and tear. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

8. Default and Remedies: You are in default under this Lease if: a) you fail to pay a Lease payment or any other amount within 30 days of when due; b) you breach any other obligation under this Lease or any other Lease with us; c) you file, or have filed against you, a petition in bankruptcy; or d) any guarantor of this Lease dies or files, or has filed against it, a petition in bankruptcy. If a default occurs, we may do one or more of the following: i) assign, cancel or terminate this Lease; ii) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (1) the present value of all unpaid Lease payments, past due, due and to become due for the remainder of the term of the Lease, plus the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of the rate implicit herein or 4% per year, plus (2) all other amounts due or that are to become due under this lease; iii) require you to deliver the Equipment to us; and iv) exercise any other right or remedy available at law or in equity. We may peacefully repossess the Equipment and dispose of it and you will remain liable for any remaining deficiency balance hereunder. Our remedies are cumulative. You agree to pay all of our costs of enforcing our rights against you. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including those attorney fees and costs incurred post-judgment).

9. Miscellaneous: To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code. We may inspect the Equipment during the Lease term. The Lease may only be amended by a writing signed by you and us. All notices must be in writing and are effective 3 days after deposit in the U.S. mail. If you transmit this Lease signed by you to us by fax or by scanned e-mail ("E-Mail"), you agree that, if we elect to do so in our sole discretion, the only version of this Lease that is the original for all purposes is the version containing your fax or E-Mail signature and our original signature. If you elect to transmit this Lease by fax or E-Mail, you waive notice of your acceptance of this Lease and receipt of a copy of the originally signed lease. This is the entire agreement regarding your lease of the Equipment and no verbal representations have been made and in any event are not binding. Any changes must be agreed to in writing by you and us to be effective. Any delay in enforcement by us is not a waiver of our rights. You agree to provide us with your most recent financial statements upon our written request.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity opening an account or establishing a credit relationship with the financial institution, and key individuals who own or control a legal entity (i.e., the beneficial owners). Requiring these disclosures helps law enforcement investigate and prosecute these crimes. This requirement applies to First-Citizens Bank & Trust Company.

What this means for you: If you are an individual, when you open an account or apply for credit, we will ask for your name, address, date of birth, social security number (SSN) is used for identification purposes only, unless authorizing personal credit review for a guaranty, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents. If you are a business or entity, we will ask for information about your entity, including its tax identification number, address, and documents evidencing legal incorporation, formation or existence. We may also request information about your owners, directors and executive officers, and guarantors.

DATA SECURITY. Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed

LESSEE:

Signature _____ Date Signed _____

Printed Name _____ Title _____

LESSOR: FIRST-CITIZENS BANK & TRUST COMPANY
10201 Centurion Parkway North, Suite 100
Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____

Name and Title _____



Lease Agreement Addendum (Florida)

CUSTOMER INFORMATION	Lessee Name Town of Dundee, FL	Lease #	Annual Rate of Interest %
	Billing Street Address/City/State/Zip 202 East Main Street Dundee, FL 33838		

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **Title.** We will hold title to the Equipment. If (a) you have not terminated this Lease in accordance with Section 3 of this Addendum and (b) no Default exists, then upon your payment to us of all Lease Payments, the Purchase Option or Residual Value and other amounts due under this Lease, at the end of the term of this Lease, you will be entitled to our interest in the Equipment, "AS IS, WHERE IS," without any warranty or representation from us, express or implied, other than the absence of any liens by, through or under us. This Section 1 replaces the first four (4) sentences of the section of this Lease entitled "Title; Recording".

2. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such non-appropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. If a Default occurs, any judgment obtained against you will be enforceable solely against revenues allocated by your governing body for

such purpose. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. Regardless of any other provisions of this Lease, no ad valorem taxes are pledged to the payment of any amount due under this Lease. Also, all amounts due under this Lease will be paid only from funds arising from sources other than ad valorem taxation unless one of the following conditions is satisfied: (i) you are a county and the term of this Lease is sixty (60) months or less; (ii) you are a school district and the term of this Lease is twelve (12) months or less; or (iii) you are a municipality and if you are a home rule city, your charter does not prohibit the payment of amounts due under this Lease from ad valorem taxation revenues. This Section 2 is added as a new sequentially numbered section of this Lease entitled "Funding Intent".

3. **Non-appropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. Upon such termination, all of your rights and interests in the Equipment will vest in us. This Section 3 is added as a new sequentially numbered section of this Lease entitled "Non-appropriation of Funds".

4. **Choice of Law.** Regardless of any conflicting provisions in this Lease, **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE).**

Lessee:

Authorized Signature

Print Name & Title

Date

Lessor: **First-Citizens Bank & Trust Company**

Authorized Signature

Print Name & Title

Date

Sales Order Agreement

Town Of Dundee
202 East Main Street
Dundee FL 33838

Date: 5/3/2023
Buyer:
P.O. #:
Sales Rep: Jamey Utz

Ship To

Town of Dundee
202 East Main Street
Dundee, FL 33838

Contact: Trevor Douthat
Phone/Fax: (863) 438-8330 (863) 419-3105

Bill To

Same
Same
Same

Billing Contact: Same
Phone/Fax: Same

Approx Delivery Date:

		Lease Months:		60	Monthly Payment:		\$814.22
B/W CPP	0.008	Color CPP	0.06	B/W Base	0	Color Base	0
B/W Printer CPP	0	Color Printer CPP	0	B/W Printer Base	0	Color Printer Base	0

Quantity	Product #	Description	Unit Price	Total Price
1	5531C002AA	DX 4835i imageRUNNER ADVANCE DX 4835i		
1	D5133NT	DX 4835i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Recep		
1	5634C001AA	DX 4835i Cabinet Type-W		
1	4000C002BA	DX 4835i Inner Finisher-L1		
1	4063C001AA	DX 4835i Single Pass DADF-C1		
1	3827C002AA	DX C5840i imageRUNNER ADVANCE DX C5840i		
1	D5133NT	DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rece		
1	4030C002BA	DX C5840i Cassette Feeding Unit-AQ1		
1	4000C002BA	DX C5840i Inner Finisher-L1		
1	3998C001AA	DX C5840i Super G3 FAX Board-AX1		
1	3827C002AA	DX C5840i imageRUNNER ADVANCE DX C5840i		
1	D5133NT	DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rece		
1	5358C001AA	DX C5840i Cabinet Type-V		
1	3827C002AA	DX C5840i imageRUNNER ADVANCE DX C5840i		
1	D5133NT	DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rece		
1	5358C001AA	DX C5840i Cabinet Type-V		
1	3998C001AA	DX C5840i Super G3 FAX Board-AX1		
1	47C9800	XC4342 XC4342 Color Workgroup Multi-Function Printer		
1	40C2100	XC4342 Lexmark 550-Sheet Tray		
1	40C2300	XC4342 Lexmark Adjustable Stand		

Comments/Special Instructions

Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
12:00:00 AM		0	0	0

Delivery Instructions

See Equipment Setup Request

Special Payment Terms & Due Dates

Warranty/Maintenance Agreement

Yes No *Please select

Conditions of Sale: 1. It is agreed that title to the property is and shall remain in the name of Boring Business Systems until purchase price is paid in full. 2. In case the property comes into the possession of Boring Business Systems after default by the Customer, all payments therefore made by Customer under this agreement shall be deemed and considered as having been made for the use of the property during the time the property remained in the Customer's possession, and shall be kept and retained by Boring Business Systems as such payment. 3. The Customer expressly waives as pertains to this agreement all exemptions and homestead laws and all claims for damages for whatever nature and further expressly waives any and all provisions of law wherein and whereby it is required that any sum of money shall be repaid to the Customer or that the property shall be sold at public or private sale upon notice to the Customer and any part of the proceeds accounted for or paid over to the Customer. 4. Past due installments subject to interest charge at a rate of 1.5% of the unpaid balance per month.

Customer Acceptance

Boring Business Systems Representative

Authorized Signature/Date	Print Name	Title	Signature	Date

Subtotal
Sales Tax
Delivery/Installation
TOTAL AMOUNT
Less Payment (Check #:)
AMOUNT DUE See Lease

Service Agreement

Date 5/3/2023
 Customer #
 Representative Jamey Utz

Ship To

Town of Dundee
 202 East Main Street
 Dundee, FL 33838
 Contact: Trevor Douthat
 Meter Contact: Same
 Meter Method: DCA
 E-Mail: tdouthat@townofdundee.com

Bill To

Comments:

Installation and Service Agreement Options

Service Contract Term:

	Monthly Base Allowance	Total Monthly Base Payment	Overage Rate	Overage Billed
B/W	0	0	0.0088	Quarterly
Color	0	0	0.06	Quarterly
B/W Printer	0	0	0	
Color Printer	0	0	0	

Make/Model	Serial Number	ID Number
DX 4835i imageRUNNER ADVANCE DX 4835i		
DX 4835i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rece		
DX 4835i Cabinet Type-W		
DX 4835i Inner Finisher-L1		
DX 4835i Single Pass DADF-C1		
DX C5840i imageRUNNER ADVANCE DX C5840i		
DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rec		
DX C5840i Cassette Feeding Unit-AQ1		

* Overage are calculated as metered pages in excess of the base volume within the billing period

Old Equipment Details

Equipment Model	BBS ID	Serial Number	Keep Contract	Keep No Service?	Lease RTN?	Notes
4535i	16287	XVZ01045	No	No	Yes	
C5540i	16283	XUP02586	No	No	Yes	
C5540i	16284	XUP02591	No	No	Yes	
C5540i	16286	XUP02587	No	No	Yes	
Lexmark XC5140	16292	7528745011X65				

Keep Contract: existing service remains in force Keep No SVC: end BBS service contract, keep equipment Lease RTN: remove equipment

Contract

Accept

This agreement, consisting of the terms and conditions appearing above and on the reverse side, is hereby **approved, accepted and executed** on behalf of the Company listed above by the authorized party whose name and signature appear below, such agreement to begin on the date set forth above and renew or terminate, as applicable, per the aforementioned terms and conditions. INCLUDES IMAGING SUPPLIES UNLESS OTHERWISE NOTED. EXCLUDES PAPER AND STAPLES. I understand shipping charges will be an added line item.

Decline

On behalf of the Company, I **hereby decline coverage**, effective as of the date listed below.

BBS USE ONLY
 SLS _____
 SVC _____

Any additions, deletions or changes on the Maintenance Agreement must be approved and executed in writing by Boring's Management. All contract changes made without Management's approval will not be valid, all the standard Terms and Conditions would be applicable.

Customer Acceptance

Boring Representative

Authorized Signature/Date	Print Name	Title	Signature	Date

Terms and Conditions

1. Once in each (12) month period following the first anniversary of this Agreement, Boring Business Systems (hereinafter referred to as BBS) has the right to increase the maintenance charge in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such increase.
2. This agreement covers all routine, remedial, and preventative maintenance service except for external copy monitors or coin op. equipment, wireless bridges, jet direct or computers of any kind such as controllers connecting copiers/printers to networks (unless specifically stated herein).
3. This agreement includes provision of a comparable loaner machine at no additional charge if it becomes necessary to bring Customer's machine into shop for repair.
4. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Overtime charges at BBS's then current rate will be charged on service calls made outside normal business hours. Normal business hours are herein defined to mean 8:00 AM to 5:00 PM Monday through Friday, exclusive of BBS's holidays.
5. BBS, at its sole discretion, may repair the covered equipment in part with compatible equipment and may use remanufactured parts and modules in performing service under this Agreement. Replacement parts will become the property of the customer. Replaced parts will become the property of BBS. BBS shall have no obligation to return replaced parts.
6. Network cards, memory upgrades, stackers, duplexers or optional paper trays (except as may be included by an attached Agreement) are not covered.
7. Reconditioning: When in BBS's opinion a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition after the equipment has been used beyond the normal life span, BBS will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work BBS may refuse to renew this agreement for the unit and/or may refuse to service the unit under this agreement, furnishing service only on a per call basis.
8. Customer agrees to cooperate fully with BBS administrative personnel by providing meter readings as requested.
9. All equipment covered under this Agreement must adhere to the following guidelines: a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes; b. Equipment must be operated on an isolated electrical line, if so noted on the Scope of Work Agreement. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer; c. Equipment should be operated within the specified operational (including usage) specifications, and; d. Only BBS-furnished supplies may be used.
10. The operator's manual for each model copier/printer defines specific operator responsibilities. Performance by BBS of normal operator functions is not included in this agreement and is subject to additional charge.
11. BBS service representatives are not able to carry or deliver consumable supplies (toner, staples, etc.). It is Customer's responsibility to call BBS toner department, order necessary supplies and have them available for BBS service representatives' use.
12. This agreement will not apply to any damages of equipment lost or damaged through accident, theft, neglect, act of third parties, fire, water, casualty, abuse or misuse by the Customer or any other natural force such as lightning strike or storm damage and any charges for repairs and replacement resulting from the foregoing will be paid by the Customer.
13. In the event that any equipment is moved by someone other than BBS, from or within the location set forth on the reverse side hereof, then at BBS's option the agreement pertaining to the moved equipment may be terminated and/or may be subjected to an additional service charge if repairs resulting from the move are needed within a 30 day period. If BBS is not notified of the new location of the equipment, every effort will be made to retrieve a meter read from the equipment for the billing. If we are unable to locate the equipment, BBS will estimate the meter until such time as a current meter is provided or the exact location is disclosed. Service rates may be adjusted if equipment is moved outside of BBS service area.
14. Customer shall notify BBS immediately upon installing any new equipment capable of using BBS toner cartridges. If the new equipment is the same model series as any of the equipment serviced by BBS, then the equipment shall be covered by this Agreement after notification. BBS will assume an initial meter reading of zero unless other wise notified.
15. Customer shall notify BBS immediately upon removing any covered Existing Equipment set forth in this Agreement. Customer agrees to promptly submit to BBS a copy of the meter reading. If this is not submitted, the estimated billing based on equipment usage history will be paid by the Customer.
16. This agreement is not assignable or transferable by Customer without the prior written consent of BBS.
17. If this machine is designated as obsolete or a required part or supply become unavailable, then this agreement will be null and void, and this contract will be canceled at that time. The contract services charges will be prorated from the date of contract through the cancellation date. The unused portion of this Agreement can be transferred to a new machine purchased through BBS.
18. BBS reserves the right to discontinue service in the event that the Customer becomes delinquent in payment.
19. Cancellation: Customer has the right to cancel this agreement with 60 days written notice and payment in full or a portion of all charges for services rendered, billed and unbilled. BBS has the right to cancel with 60 days written notice.
20. BBS shall not be obligated by any agreement or promise made orally or in writing by or between Customer and any BBS representative unless such agreement appears on this agreement form. All negotiations and written and oral representations are hereby merged into this, final agreement, which represents the final complete intentions of the parties. Any additions, deletions or changes on the Maintenance Agreement must be approved and executed in writing by BBS' Management.
21. Installation of Printers/Copiers (interfaced) to networks provided by the Customer is complete upon the accomplishment of a single and multiple print/copy from a Vendor Approved Application. Services not included in this contract such as troubleshooting network and application software may be contracted through Boring Business Systems computer network services division at a discounted rate.
22. This agreement shall cover all toner, drums, imaging units, parts and such consumables required to produce images unless otherwise noted. BBS will utilize compatible supplies when possible. If it is determined that OEM or MICR cartridges need to be used per customer request, the cost per copy may be adjusted. Service charges are based on standard letter sized images. Ledger sized images are counted as two pages per side unless otherwise stipulated in this Agreement. Paper is not covered, nor are staples unless specifically stated on the reverse of this document. Shipping will be an added line item.
23. All toner cartridge supplies provided under this Agreement are and shall at all times remain the property of BBS. Customer shall promptly return to BBS, or make available to a BBS representative, all unused cartridges supplied by BBS under this Agreement. Failure of Customer to return to BBS the number of unused cartridges equal to those delivered during the Term of this Agreement will result in a lost cartridge surcharge equal to the current replacement value of a lost cartridge. An accounting shall be performed by BBS to determine if any toner cartridges delivered to Customer were not returned by Customer.
24. Requests for toner cartridges may not exceed quantities required to print monthly page volume. An accounting may be performed by BBS to determine if toner cartridges delivered for the current month exceeds billable page volume.
25. **Meter Collection** - Customer is required to provide true and accurate meter readings in accordance with the billing schedule set forth on the Service Maintenance Agreement. Several options are available to provide meter readings. If an accurate meter reading is not submitted to BBS, the readings will be estimated and a \$15.00 administrative fee will be added to the contract invoice each billing cycle.

Item A.

Customer Initials:

Version 3-October 2018



TOWN COMMISSION MEETING MINUTES

March 28, 2023 at 6:30 PM

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

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

CALL TO ORDER by Mayor Pennant

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Vice Mayor Richardson

RECOGNITION OF SERGEANT AT ARMS Sergeant Anderson was present

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

ROLL CALL Interim Town Clerk Douthat

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

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

Annette Wilson, 408 Dr MLK St, reported on the success of the speed humps that have been installed on MLK.

Seeing no further public come forward, Mayor Pennant closed the floor.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 28, 2023

A. Minutes

1. February 14, 2023 Town Commission Meeting

2. February 28, 2023 Town Commission Meeting

MOTION TO APPROVE the consent agenda for the meeting of March 28, 2023, *motion made by Glenn, Seconded by Goddard. Passed Unanimously.*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

Town Manager Davis reported the following changes to the agenda:

- Item 05, a map was added
- Item 06 was added, Discussion and Action, WHEDC meetings

MOTION TO APPROVE the regular meeting agenda with changes for the meeting of March 28, 2023, *motion made by Goddard, Seconded by Glenn. Passed Unanimously.*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

NEW BUSINESS

1. RESOLUTION 23-05, CDBG 2023-2024 GRANT FUNDING ALLOCATION

Assistant Town Attorney Claytor read the legal description of Resolution 23-05

RESOLUTION 23-05

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, REGARDING THE ALLOCATION OF TOWN OF DUNDEE 2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE APPROXIMATE AMOUNT OF \$30,216.00 AND ALLOCATION OF AVAILABLE TOWN CDBG FUNDING FOR ELIGIBLE PROJECTS; PROVIDING FOR SEVERABILITY; REPEAL OF CONFLICTING RESOLUTIONS; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE *Resolution 23-05, CDBG Funding Allocation, motion made by Quarles, Seconded by Glenn. Passed unanimously*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

2. RESOLUTION 23-06, LAKE DELL INVASIVE PLANT TREATMENT

Assistant Town Attorney Claytor read the legal description of Resolution 23-06

RESOLUTION NO. 23-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA MEMORIALIZING A DECLARATION OF EMERGENCY AS TO THE AQUATIC PLANT MANAGEMENT AGREEMENT BETWEEN THE TOWN OF DUNDEE AND APPLIED AQUATIC MANAGEMENT, INC. FOR AQUATIC MANAGEMENT SERVICES TO INCLUDE ONE TIME CLEAN-UP AND A MINIMUM OF TWO TREATMENTS OF SUBMERSED VEGETATION CONTROL (HYDRILLA ONLY) AND TOW FASTEST ANALYSIS FOR LAKE DELL; MAKING A FINDING OF EMERGENCY UNDER STATE LAW AND SECTION 2-159(c)(2) OF THE CODE OF ORDINANCES OF THE TOWN OF DUNDEE; AND CONFIRMING AND APPROVING THE TOWN MANAGER'S ACTIONS IN ENTERING INTO SAID AQUATIC PLANT MANAGEMENT AGREEMENT WITH APPLIED AQUATIC MANAGEMENT, INC.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Commissioner Quarles asked how many treatments would be given and what the time period would be.

Town Manager Davis gave the intended schedule.

***MOTION TO APPROVE** Resolution 23-06, Lake Dell Treatment, motion made by Glenn, Seconded by Quarles. Passed unanimously.*

Voting yea: Glenn, Goddard, Quarles, Richardson, Pennant

3. DISCUSSION AND ACTION, LAKE MENZIE STORY WALK PROJECT

Town Manager Davis gave the analysis and gave naming examples for the Story Walk Project.

Mayor Pennant opened the floor for comments from the public.

Annette Wilson, 408 Dr MLK, asked if the stories are going to change. Also, if the Tree Board would be the ones deciding what stories would be used.

Seeing no public come forth, the floor was closed.

Commissioner Goddard suggested including “fitness walk” in naming the project.

***MOTION TO APPROVE** Dundee Adventure Walk at Lake Menzie as the name of the project and by consensus, approve the expenditure of \$500- \$700 for the sign, motion made by Quarles, Seconded by Glenn. Passed unanimously.*

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

4. DISCUSSION AND ACTION, RACE ROAD/CAMP ENDEAVOR BLVD

Town Manager Davis gave the analysis.

Mayor Pennant asked Alan Rayl about a similar issue with Lake Marie Boulevard.

Alan Rayl, Rayl Engineering, confirmed that the Town has been through this process before. He explained that this section of the road has no name in the plat book so we are naming the road, simply a cleanup process.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO NAME the road as recommended by Town staff made by Quarles, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

5. DISCUSSION, SPLASH PAD UPDATE

Town Manager Davis read the analysis detailing the revisions that are planned for the Splash Pad RFP.

Jessica Farler, 315 7th St, suggested using high school student volunteers to help with the construction and infrastructure.

6. DISCUSSION AND ACTION, WHEDC

Town Manager gave the analysis and asked each commissioner to be available for an interview with the Winter Haven Economic Development Council.

REPORTS FROM OFFICERS

Polk County Sheriff's Office had no updates

Dundee Fire Department Fire Chief Carbone updated the Commission on the run totals for the department. Mayor Pennant asked if there was a year-to-year comparison of the run totals.

Town Attorney thanked Chief Carbone for his participation in the DRC meetings. He reported that he had met with the Town's engineers regarding the Winn Dixie turn in.

Town Manager Davis gave the following updates:

- Town Planner Peterson will be speaking at the Dundee Ridge Community Academy on March 29, 2023 at 6:30PM
- Ridge League of Cities dinner is Thursday, April 13th in Wauchula
- Saturday, April 8th, 2023 the Town's Easter Egg Hunt will be at Church on the Hill from 11AM to 1PM followed by the Town's Autism Awareness event at the Development Services Building at 3PM
- Acknowledged Administrative Assistant Glogowski for her hard work, event planning and taking on multiple jobs including Human Resources and Accounts Payable in addition to her own duties.

Commissioners

Vice Mayor Richardson had no updates

Commissioner Quarles thanked Town Manager Davis and staff for participating.

Commissioner Glenn asked for an update on the palm trees. Town Manager Davis informed him that they have been ordered. He asked that Lake Marie’s vegetation be checked out for treatment. He asked for an update on the special exception that had been renewed for the car shop by Dr. Martin Luther King Blvd. He also said he was proud of the job that staff did renovating the Historic Depot.

Commissioner Goddard thanked everyone for participating. Thanked Assistant Town Attorney Claytor for his work and report on the Winn Dixie turn in.

Mayor Pennant asked for an events date list.

ADJOURNMENT at 7:19PM

DRAFT

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Interim Town Clerk

APPROVAL DATE: _____



TOWN COMMISSION MEETING MINUTES

April 11, 2023 at 6:30 PM

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

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

CALL TO ORDER AT 6:30PM by Mayor Pennant

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Mayor Pennant

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

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

ROLL CALL taken by Town Clerk Douthat

PRESENT

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

ABSENT

Steve Glenn

Town Manager Davis informed the Commission that Commissioner Glenn had announced at the March 28, 2023 Commission meeting that he would be missing today's meeting.

MOTION TO EXCUSE Commissioner Glenn made by Quarles, Seconded by Richardson. Passed Unanimously.
Voting Yea: Goddard, Quarles, Richardson, Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

Mayor Pennant opened the floor for comments from the public.

Dee Hall, 801 Lake Marie Dr - 2 issues – Asked what is going on with Lake Marie and what property will be used for the monument.

Annette Wilson, 408 Dr MLK St - Asked if there was a noise ordinance in the Town and how can it be enforced.

Seeing no further public come forth, the floor was closed.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MONTH DD, 20YY

A. MINUTES

1. March 14, 2023 Town Commission Meeting

MOTION TO APPROVE the consent agenda for the meeting of April 11, 2023, motion made by Goddard, Seconded by Quarles. Passed Unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

MOTION TO APPROVE the regular meeting agenda for the meeting of April 11, 2023, motion made by Goddard, Seconded by Richardson. Passed Unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATIONS, ARBOR DAY 2023

MOTION TO SUPPORT Arbor Day 2023 made by Goddard, Seconded by Quarles.

Voting Yea: Goddard, Quarles, Richardson, Pennant

2. PROCLAMATION, WATER CONSERVATION MONTH 2023

MOTION TO SUPPORT Water Conservation Month 2023, made by Goddard, Seconded by Quarles.

Voting Yea: Goddard, Quarles, Richardson, Pennant

Mayor Pennant read the proclamation into the record and presented the proclamation to Cindy Rodriguez.

Cindy Rodriguez with South West Florida Water Management District accepted the proclamation and thanked the Town for the recognition.

NEW BUSINESS

3. **ORDINANCE 23-02, POTABLE WATER LEVEL OF SERVICE AMMENDMENT**

Assistant Town Attorney Claytor read the title of Ordinance 23-02 into the record.

Town Planner Peterson gave the analysis.

Assistant Town Attorney Claytor clarified that this is the second read, final public hearing.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-02 made by Quarles, Seconded by Goddard. Passed Unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

4. **ORDINANCE 23-03, CAPITAL IMPROVEMENTS ELEMENT**

Assistant Town Attorney Claytor read the title of Ordinance 23-03 into the record.

Town Planner Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Ordinance 23-03 made by Quarles, Seconded by Goddard. Passed Unanimously.

Voting Yea: Goddard, Quarles, Richardson, Pennant

5. **DISCUSSION AND ACTION, REMOVAL OF EXCESS WATER FROM LAKE MARIE**

Town Manager Davis read the analysis and introduced David Carter from Carter Kay Engineering.

David Carter gave the presentation.

Mayor Pennant opened the floor for public comment.

Suzetta Henson, 309 8th St N, expressed concern about being able to use the right of way around Lake Ruth once the water is moved into Lake Ruth from Lake Marie.

Dee Hall, 801 Lake Marie Dr, expressed concern about removing water from Lake Marie.

Seeing no further public come forth, the floor was closed.

Suzetta Henson, 309 8th St N, asked that if the contract was for 25 years and said it has been almost 20 years since the sidewalk was installed.

MOTION TO APPROVE Staff to proceed with the recommendations of Carter Kay Engineering made by Goddard, Seconded by Quarles.

Voting Yea: Goddard, Quarles, Richardson, Pennant

6. DISCUSSION & ACTION, CDBG GRANT OPPORTUNITY PUBLIC HEARING

Town Manager Davis read the analysis.

Mayor Pennant opened the floor for comments from the public.

Archie Sapp, 703 N Adams Ave, wants the monument to be out where it can be seen, not behind Town Hall.

Jill Kitto, 150 Kitto Lane, gave her support for the monument but has concerns about the parking for downtown being depleted by placing the monument at Town Hall.

Annette Wilson, 408 Dr MLK St, asked Town Manager how to address other interests from the public that the CDBG funds could be used for.

Suzetta Henson, 309 8th St N, suggested a “Memorial Stage” be built by the Community Center instead of a Memorial Park.

Seeing no further public come forth, the floor was closed.

MOTION TO ALLOCATE the CDBG funds towards the Veteran’s Memorial Park made by Goddard, Seconded by Quarles.

Voting Yea: Goddard, Quarles, Richardson, Pennant

7. DISCUSSION & ACTION, RFP 23-01 FIRE DEPARTMENT REMODEL

Town Manager Davis read the analysis.

Commissioner Quarles asked if restricted funds would make up the difference between the budgeted amount and the bid amount.

Town Manager Davis explained that restricted funds will pay for the entire project.

Vice Mayor Richardson asked about the RFP process.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the bid from JCR Construction for RFP 23-01 made by Quarles, Seconded by Goddard.

Voting Yea: Goddard, Quarles, Richardson, Pennant

Assistant Town Attorney Claytor clarified that the motion was to approve the bid award for the expansion of the Fire Department.

8. DISCUSSION, POLK COUNTY BURN BAN

Fire Chief Carbone gave the analysis and informed the Commission about Polk County's Burn Ban.

REPORTS FROM OFFICERS

Polk County Sheriff's Office - none

Dundee Fire Department – Fire Chief Carbone updated the run totals for the department.

Town Attorney - none

Town Manager –

Town Manager Davis thanked everyone for their participation at the Easter Egg Hunt and the Autism Awareness event on April 8th.

Updated the Commission on Admin Assistant Glogowski's recovery.

Informed that Commission that the last two trucks from the Town's 2021 purchase are available and will be picked up Friday, April 14th.

Reported that Lake Dell has received the second treatment in the cleanup effort.

Updated the Commission that the replacement palm trees will be installed on Tuesday or Wednesday.

Informed the Commission that Captain Shea from the Polk County Sheriff's Office has been transferred and we will have a new Captain for the area.

Commissioners

Vice Mayor Richardson thanked everyone for their participation and gave special thanks to Archie Sapp and Town Planner Peterson for their participation in the Dundee On The Ridge Academy.

Mayor Pennant called Felix Cruz from FEMA to the podium to give a brief overview of the work he has been doing with Town Manager Davis.

Mayor Pennant thanked Dave Carter for his presentation on Lake Marie.

ADJOURNMENT at 8:32PM

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Interim Town Clerk

APPROVAL DATE: _____

DRAFT



TOWN COMMISSION MEETING MINUTES

April 25, 2023 at 6:30 PM

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

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

CALL TO ORDER AT 6:30PM by Mayor Pennant

PLEDGE OF ALLEGIANCE led by Mayor Pennant

INVOCATION given by Pastor Downing followed by a moment of silence JP Powell

RECOGNITION OF SERGEANT AT ARMS - Sergeant Anderson

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

ROLL CALL taken by Town Clerk Douthat

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

Annette Wilson, 408 Dr MLK St, expressed interest in being involved in the "vision" planning of Dundee.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MONTH DD, 20YY

A. AGREEMENTS

1. POLK COUNTY SHERIFF'S FDLE AGREEMENT FOR INFORMATION SHARING FOR DUNDEE

2. POLK COUNTY PROPERTY APPRAISER 2023 DATA SHARING AND USAGE AGREEMENT

3. RFP 23-01 FIRE DEPARTMENT REMODEL CONTRACT

Town Manager Davis reported the following change to the consent agenda:

Item 3 was added to the consent agenda.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the consent agenda with changes for the meeting of April 25, 2023, motion made by Goddard, Seconded by Glenn. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

Town Manager Davis reported the following changes to the regular meeting agenda:

Item 4 – Had an update to Resolution 23-04 and the staff report.

Item 5 – Carter/Kaye agreement was updated to a task order and Emergency Resolution 23-07 was added.

MOTION TO APPROVE the regular meeting agenda for the meeting of April 25, , 2023, made by Quarles, Seconded by Goddard. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

Mayor Pennant presented Item 2 prior to Item 1.

1. PROCLAMATION, NATIONAL LIBRARY WEEK 2023

Proclamation read by Mayor Pennant, accepted by Library Director Young who gave an update on coming activities at the library.

MOTION TO SUPPORT National Library Week made by Richardson. Seconded by Goddard. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

2. AWARDS & RECOGNITION, CAPTAIN SHEA

Commissioner Glenn presented Captain Shea with his award.

Captain Shea thanked the Town and presented Captain Ed Hoilder.

Captain Hoilder introduced himself.

3. PROCLAMATION, NEW ST LUKE MISSIONARY BAPTIST CHURCH

Proclamation read by Mayor Pennant, accepted by Pastor and Mrs. Downing.

MOTION TO SUPPORT St Luke Missionary Baptist Church's Centennial Celebration made by Glenn, Seconded by Richardson. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

NEW BUSINESS

4. ORDINANCE 23-04, CALDWELL RIDGE VOLUNTARY ANNEXATION

Assistant Town Attorney Claytor read the title of Ordinance 23-04 into the record.

Town Planner Peterson gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Jessica Farland, 315 7th St, asked what annexation means.

Seeing no further public come forth, the floor was closed.

Vice Mayor Richardson asked what was planned for the site after annexation.

MOTION TO APPROVE Ordinance 23-04 made by Quarles, Seconded by Goddard. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

5. DISCUSSION & ACTION, EMERGENCY RESOLUTION 23-07 LAKE MARIE DRAINAGE

Assistant Town Attorney Claytor read the title into the record.

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Commissioner Quarles asked when the pumping would begin.

MOTION TO APPROVE Resolution 23-07 made by Quarles, Seconded by Glenn.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

6. DISCUSSION & ACTION, PSAR CALCULATIONS

Town Manager Davis read the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the task order issued pursuant to a master continuing professional agreement made by Goddard, Seconded by Quarles.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

7. DISCUSSION, TTHM CONSENT UPDATE

Town Manager Davis read the analysis.

Special Project Manager Mercer gave a breakdown of the annual drinking water report and what the results mean.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

8. DISCUSSION & ACTION, VETERAN'S MEMORIAL PARK LOCATION

Town Manager Davis read the analysis.

Mayor Pennant opened the floor for comments from the public.

Archie Sapp, 703 N Adams Ave, approved the site.

Seeing no further public come forth, the floor was closed.

MOTION TO APPROVE the site at 124 Dundee Rd for the Veteran's Memorial Park made by Quarles, Seconded by Glenn. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

9. DISCUSSION & ACTION, LAKE MARIE PLAYGROUND EQUIPMENT

Town Manager Davis read the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the purchase of playground equipment for Lake Marie Park not to exceed the amount of \$8000.00 made by Quarles, Seconded by Glenn. Passed Unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

10. DISCUSSION & ACTION, VIRTUAL CLASS

Town Manager Davis read the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

Motion to approve Vice-Mayor Richardson's attendance made by Goddard, Seconded by Glenn.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

REPORTS FROM OFFICERS

Polk County Sheriff's Office – None

Dundee Fire Department – Fire Chief Carbone updated the run totals for the Department.

Town Attorney – Reported that the State legislative session ends on May 5th and that he will be bringing back periodic updates related to newly enacted laws as there are several that have significant impact on local government.

Town Manager –

- Wished Marjorie Lewis Happy Birthday again.
- Informed the Commission that she had given them a list of potential dates for budget workshops and asked that they look over them and be prepared to select dates at the next meeting.
- Asked everyone to keep JP Powell's family in their thoughts and prayers and said that she will keep everyone updated on memorial plans.
- Informed the Commission that she will be off on Friday, April 28th for her birthday.

Commissioners –

- Commissioner Glenn thanked John Vice and his crew for getting the palm trees installed.
- Commissioner Glenn asked to have the lighting on the Sheriff's Department and Fire Department signs fixed.
- Commissioner Glenn asked if the new Code Enforcement Officer is working.
- Commissioner Glenn informed that he will be asking for the Community Center to be painted with the new budget.
- Commissioner Goddard offered his condolences for the family of JP Powell

Mayor – asked what kind of palms were installed.

ADJOURNMENT at 8:09PM

DRAFT

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Interim Town Clerk

APPROVAL DATE: _____



TOWN COMMISSION MEETING

May 09, 2023 at 6:30 PM

Item 1.

AGENDA ITEM TITLE: SELECTION OF VICE MAYOR OF THE TOWN COMMISSION

SUBJECT: The Town Commission will consider the appointment of their elected membership to serve in the role of Vice Mayor for the 2023-2024 legislative year.

STAFF ANALYSIS: At the first regular Town Commission meeting in May, the Town Commission selects a Vice Mayor to serve an annual term. According to Section 3.05 of the Charter, the Vice Mayor shall act as Mayor during the absence or disability of the Mayor.

Commissioner Mary Richardson served as Vice Mayor from May 2022 to May 2023. Her dedicated service will be recognized for serving in this capacity.

Previous Vice Mayors include:

Commissioner Willie Quarles, 2021-2022
Commissioner Bert Goddard, 2020 – 2021
Commissioner Steven Glenn, 2019 - 2020

FISCAL IMPACT: N/A

STAFF RECOMMENDATION: N/A

ATTACHMENTS: N/A



TOWN COMMISSION MEETING

May 9, 2023 at 6:30 PM

AGENDA ITEM TITLE:	COMMISSIONER APPOINTMENTS TO VARIOUS COMMITTEES
SUBJECT	The Town Commission will consider appointments to several committees and inter-governmental committees.
STAFF ANALYSIS:	The legislative assignments are considered annually. The following chart indicates the available committees.
FISCAL IMPACT:	N/A
STAFF RECOMMENDATION:	At the will of the Commission
ATTACHMENTS:	Commissioner Appointment to Committees Chart

Town of Dundee

Commissioner Appointments to Committees:

<u>Committee</u>	<u>Appointed Representative</u>	<u>Occurrence</u>
Camp Endeavor Liaison	Commissioner Goddard	Monthly
Dundee Elementary Academy - School Advisory Council (SAC)	Commissioner Glenn	Monthly (school year)
Dundee Ridge Middle School - School Advisory Council (SAC)	Commissioner Glenn	Quarterly
Polk County Transportation Planning Organization (TPO)	Vice Mayor Quarles	Bi-Monthly
Polk Transit Board of Directors	Vice Mayor Quarles	Varies
Ridge League of Cities Board of Directors	Mayor Pennant	Monthly
Ridge Scenic Highway Committee	Vice Mayor Quarles	Quarterly
US 27 East Ridge Advocacy Group	Mayor Pennant	Monthly
Polk County Water Co-Op Board of Directors	Commissioner Goddard	Monthly
Town of Dundee Library Liaison	Commissioner Richardson	Varies
Polk County Citizen Relation Advisory Committee	Mayor Pennant	Varies



TOWN COMMISSION MEETING

May 09, 2023 at 6:30 PM

-
- AGENDA ITEM TITLE:** ORDINANCE 23-04, CALDWELL RIDGE VOLUNTARY ANNEXATION
- SUBJECT:** The Town Commission will hear the 2nd reading of Ordinance 23-04
- STAFF ANALYSIS:** This is a petition for the voluntary annexation for the Caldwell Ridge Subdivision. The general location of the proposed land to be annexed is at the southwest corner of Lake Hatchineha Road and Caldwell Drive and consists of two parcels: 27-28-24-000000-013010 and 27-28-24-000000-013020. The proposed area consists of approximately 24 +/- acres.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 23-04
- ATTACHMENTS:** Staff Report
Ordinance 23-04

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SPACE FOR RECORDING

ORDINANCE NO.: 23-04

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: TWO PARCELS LOCATED AT THE SOUTHWEST CORNOR OF LAKE HATCHINEHA ROAD AND CALDWELL DRIVE. THE AREA COVERED BY THIS REQUEST INCLUDES 24 +/- ACRES.)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the Town of Dundee, Florida, as attached herein as Exhibit "A".

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

3. All ordinances in conflict herewith are hereby repealed.

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.

5. 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/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

6. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 25th day of April, 2023.

PASSED on second reading this 9th day of May, 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-04



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project name should be based on the ownership of the property. This name will be used for companion Zoning application

SITE INFORMATION

Project Name: Caldwell Ridge Subdivision
Parcel I.D.#: 27-28-24-000000-[013010 & 013020]
Site Address or General Location: Southwest corner of Lake Hatchineha Road & Caldwell Drive
Present Use of the Property: Vacant - Ag Row Crops
Existing Structures Located on the Site: N/A - Vacant
Total Acreage: 24-Ac +/- Number of Residents on Site: 0
Legal Description of the Property: See Attached Legal Description Document

PROPERTY OWNER:

Name: W & G Groves, LLC
Mailing Address: 33 Turtle Lane
City: Haines City State: FL Zip: 33844
Home/Mobile Phone: (863) 604-9362 Email Address: brad.weihrauch@gmail.com

APPLICANT/AGENT:

Name: Raysor Ventures, LLC
Mailing Address: 19046 Bruce B. Downs Blvd, Ste. 308
City: Tampa State: FL Zip: 33647
Home/Mobile Phone: N/A Office: (813) 625-1699
Email Address: mdr@raysor-transportation.com

Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: 02/09/2023
Project ID Number: _____
Application Fee Amount Paid: 1113.39 Review Deposit Amount Paid: 2000.00



Town of Dundee

Voluntary Annexation Application

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STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), W & G Groves, 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 annexation into the Town, 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 for annexation, 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

Bradley D. Weihrauch, Managing Member
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

Matthew E. Green
Signature of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Matthew E. Green
Signature of Owner

MATTHEW E. GREEN
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by Matthew Green, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



AUSTIN PARKER
Notary Public
State of Florida
Comm# HH178670
Expires 12/14/2025

Austin Parker

Notary Public
Notarial Seal and Commission
Expiration Date 12/14/2025



Town of Dundee

Voluntary Annexation Application

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OWNERS

Bradley D. Wehrauch 12/19/2022
Signature of Owner

Signature of Owner

Bradley D. Wehrauch, Managing Member
Printed Name/Title of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

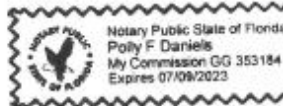
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 19th day of December, 2022 by Bradley D. Wehrauch, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Polly F. Daniels



Notary Public
Notarial Seal and Commission
Expiration Date 7/9/2023



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

AGENT, LESSEE, OR BUYER'S SIGNATURE PAGE

(I) (We), Raysor Ventures, LLC being duly sworn, depose and say that (I) (we) serve as Purchaser 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] _____
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Michael D. Raysor _____
Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

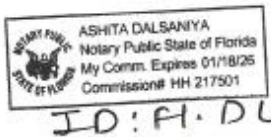
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

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

STATE OF FLORIDA AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of Dec, 2022 by Michael Raysor, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



A. A. Dalsaniya
Notary Public
Notarial Seal and Commission
Expiration Date 01/18/26



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies.

Name: Michael D. Raysor Title: Manager

Company: Raysor Ventures, LLC

Company Address: 19046 Bruce B. Downs Blvd, Suite 308

City/State/Zip Code: Tampa, FL 33647

Telephone Number: (813) 625-1699

Email Address: mdr@raysor-transportation.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 13th day of December, 2022.


Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

**COMPOSITE EXHIBIT "B"
to Ordinance No. 21-23**

Legal Description

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

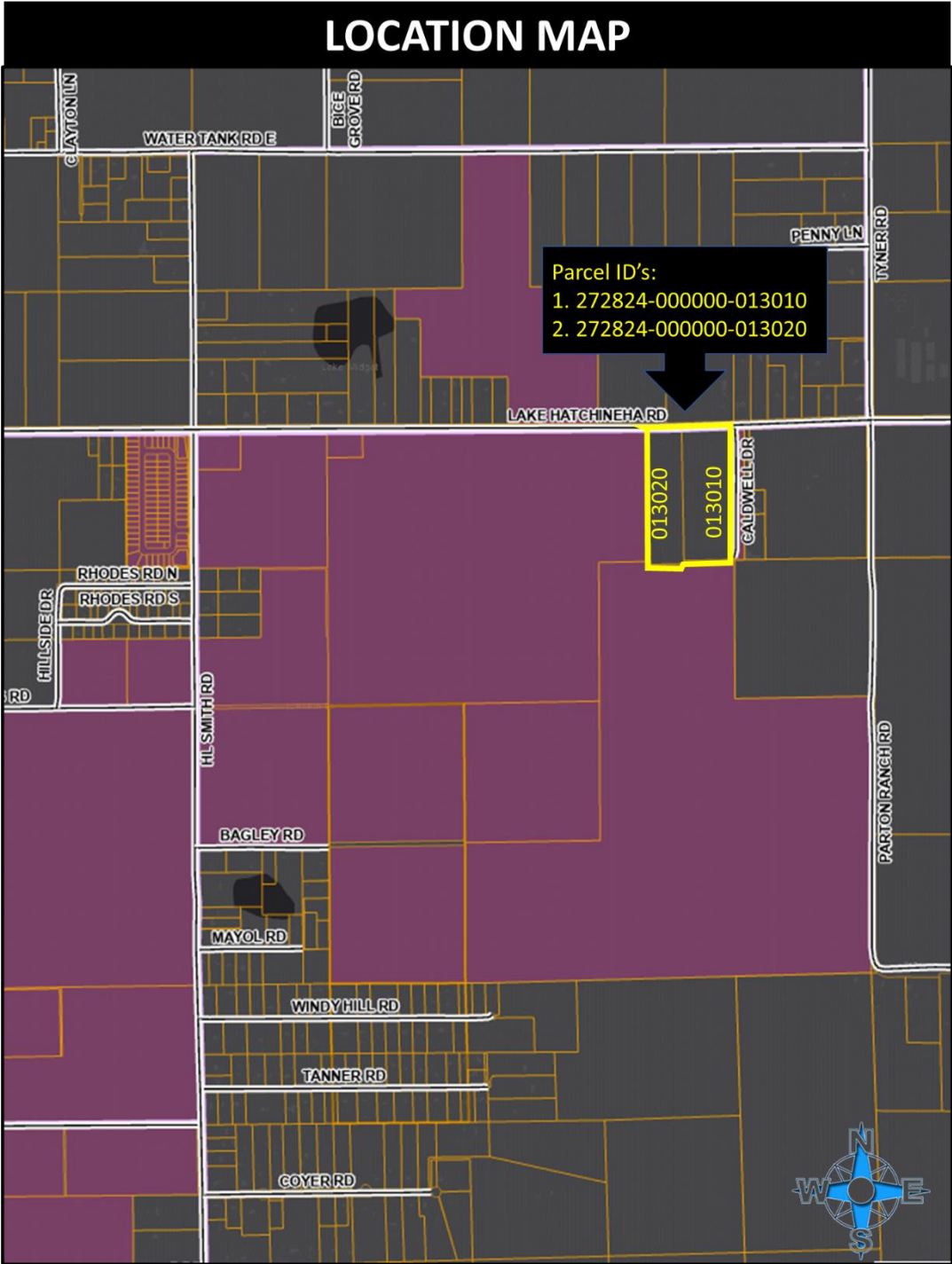
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

COMPOSITE EXHIBIT "B"
to Ordinance No. 21-23





TOWN OF DUNDEE

TO: Town of Dundee Town Commission

PREPARED BY: Lorraine Peterson, Development Director

AGENDA DATE: May 09, 2023

REQUESTED ACTION: Ordinance 23-04
 The Town Commission will consider the second (adoption) reading of Ordinance 23-04 Caldwell Ridge Voluntary Annexation.

STAFF ANALYSIS:

The Town of Dundee has received a petition for the voluntary annexation for the Caldwell Ridge Subdivision from Raysor Ventures, LLC.

The general location of the proposed land to be annexed is at the southwest corner of Lake Hatchineha Road and Caldwell Drive and consists of two parcels: 27-28-24-000000-013010 and 27-28-24-000000-013020. The proposed area consists of approximately 24 +/- acres.



The proposed Ordinance 23-04 was prepared by Town Staff and Consultants. The first reading was held on April 25, 2023 and was unanimously approved to move on to second reading.

CONCURRENCY:

Potable Water-

- There is a 10" water main on the southside of Lake Hatchineha Road
- The Town of Dundee will be the service provider.
- Available water capacity 140,281 gpd

Sanitary Sewer-

- There is an 8" force main on the southside of Lake Hatchineha Road
- The Town of Dundee will be the service provider.
- Available sanitary sewer capacity

Solid Waste-

- The Town of Dundee will be the service provider.
- There is available landfill capacity for solid waste for the next 65 years at 3.47lbs pcd.

Parks, Recreation and Open Space-

- East Central Park is the nearest recreational area at 2.41 +/- miles southwest of the proposed annexation site. East Central Park is located at the corner of Lake Mable Loop Rd. and Lake Trask Rd. The park consists of the following:
 - Three 200 foot and one 300-foot lit baseball fields
 - Basketball court
 - Racquetball court
 - Football/Soccer fields
 - Two sand volleyball courts
 - Five horseshoe pits
 - Seven small picnic pavilions
 - Nearly mile long jogging and walking trail with 14 fitness stations
 - Four press boxes
 - Seating for 200
 - Two playgrounds with rubberized surfaces

Roads-

- Lake Hatchineha Road
-county road, urban collector road, current LOS is B, paved road, road is 22” wide
- Caldwell Drive
-county road, paved apron, unpaved road,
- H.L. Smith Road
-county, rural minor collector, current LOS C, paved road, 20” wide road
- Available peak hour capacity is 693 going north and 689 going south.

SURROUNDING USES:

Table 1 below lists the Future Land Use (FLU) designations, zoning and the existing uses surrounding the subject site that are immediately adjacent.

Table 1 Surrounding Uses

Northwest Town of Dundee FLU: LDR/ Low Density Residential Zoning: RSF-2	North Polk County RDA FLU: A/RR (Agricultural Rural Residential)	Northeast Polk County RDA FLU: A/RR (Agriculture Rural Residential)
West Town of Dundee FLU: LDR/Low Density Residential Zoning: RSF-2	Subject Site Polk County RDA FLU: A/RR (Agricultural Rural Residential)	East Polk County RDA FLU: A/RR (Agricultural Rural Residential)
Southwest Town of Dundee FLU: LDR/Low Density Residential Zoning: RSF-2/unassigned	South Town of Dundee FLU: LDR/Low Density Residential Zoning: Unassigned	Southeast Polk County RDA FLU: A/RR (Agricultural Rural Residential)

Source: Central Florida Regional Planning Council, Florida Department of Transportation, Polk County Property Appraiser, Town of Dundee and site visit by Town staff

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-04

Attachments:

Ordinance 23-04

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SPACE FOR RECORDING

ORDINANCE NO.: 23-04

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF DUNDEE, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE TOWN OF DUNDEE, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE. (GENERAL LOCATION: TWO PARCELS LOCATED AT THE SOUTHWEST CORNOR OF LAKE HATCHINEHA ROAD AND CALDWELL DRIVE. THE AREA COVERED BY THIS REQUEST INCLUDES 24 +/- ACRES.)

WHEREAS, a petition to integrate territory into the Town of Dundee, Florida, has been filed requesting the Town of Dundee to extend its corporate limits to include certain property herein described; and

WHEREAS, the Town of Dundee deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the Town of Dundee; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the Town of Dundee, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the Town of Dundee,

Florida, as attached herein as Exhibit “A”.

2. Pursuant to Section 171.044 of the Florida Statutes, the Town Commission of the Town of Dundee does hereby annex into the corporate limits of the Town of Dundee, Florida, the following described property:

See Composite Exhibit “B” attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a locational map.

3. All ordinances in conflict herewith are hereby repealed.

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.

5. 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/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

6. This ordinance shall take effect immediately after second reading.

INTRODUCED on first reading this 25th day of April 2023.

PASSED on second reading this 09th day of May 2023.

TOWN OF DUNDEE, FLORIDA

Mayor-Samuel Pennant

ATTEST:

INTERIM TOWN CLERK – Trevor Douthat

Approved as to form:

TOWN ATTORNEY - Frederick J. Murphy, Jr.

EXHIBIT "A"
To Ordinance 23-04



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

In addition to the application, please provide all materials as listed on the application checklist. It is important that all information be complete and accurate when submitted to the Town. Additional pages may be attached to provide necessary information. The project name should be based on the ownership of the property. This name will be used for companion Zoning application

SITE INFORMATION

Project Name: Caldwell Ridge Subdivision
Parcel I.D.#: 27-28-24-000000-[013010 & 013020]
Site Address or General Location: Southwest corner of Lake Hatchineha Road & Caldwell Drive
Present Use of the Property: Vacant - Ag Row Crops
Existing Structures Located on the Site: N/A - Vacant
Total Acreage: 24-Ac +/- Number of Residents on Site: 0
Legal Description of the Property: See Attached Legal Description Document

PROPERTY OWNER:

Name: W & G Groves, LLC
Mailing Address: 33 Turtle Lane
City: Haines City State: FL Zip: 33844
Home/Mobile Phone: (863) 604-9362 Email Address: brad.weihrauch@gmail.com

APPLICANT/AGENT:

Name: Raysor Ventures, LLC
Mailing Address: 19046 Bruce B. Downs Blvd, Ste. 308
City: Tampa State: FL Zip: 33647
Home/Mobile Phone: N/A Office: (813) 625-1699
Email Address: mdr@raysor-transportation.com
Applicant is: Owner Agent/Representative Purchaser Lessee

Date Application Accepted by Town: 02/09/2023
Project ID Number: _____
Application Fee Amount Paid: 1113.39 Review Deposit Amount Paid: 2000.00



Town of Dundee

Voluntary Annexation Application

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STATEMENT OF OWNERSHIP AND DESIGNATION OF AUTHORIZED AGENT

(I) (We), W & G Groves, 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 annexation into the Town, 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 for annexation, 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

Bradley D. Weihrauch, Managing Member
Printed Name/Title of Owner

Signature of Owner

Printed Name of Owner

Matthew E. Green
Signature of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Matthew E. Green
Signature of Owner

MATTHEW E. GREEN
Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by Matthew Green, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



AUSTIN PARKER
Notary Public
State of Florida
Comm# HH178670
Expires 12/14/2025

Austin Parker
Signature of Notary Public

Notary Public
Notarial Seal and Commission
Expiration Date 12/14/2025



Town of Dundee

Voluntary Annexation Application

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OWNERS

Bradley D. Wehrauch 12/19/2022
Signature of Owner

Signature of Owner

Bradley D. Wehrauch, Managing Member
Printed Name/Title of Owner

Matthew E. Green, Managing Member
Printed Name/Title of Owner

Signature of Owner

Signature of Owner

Printed Name of Owner

Printed Name of Owner

STATE OF FLORIDA
COUNTY OF POLK

OWNER'S NOTARIZATION

The foregoing instrument was acknowledged before me this 19th day of December, 2022 by Bradley D. Wehrauch, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.

Polly F. Daniels



Notary Public
Notarial Seal and Commission
Expiration Date 7/9/2023



Town of Dundee

Voluntary Annexation Application

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AGENT, LESSEE, OR BUYER(S)

[Signature] _____
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

Michael D. Raysor _____
Printed Name of Agent, Lessee, or Buyer(s) Printed Name of Agent, Lessee, or Buyer(s)

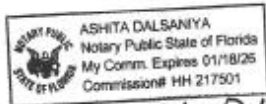
Signature of Agent, Lessee, or Buyer(s) Signature of Agent, Lessee, or Buyer(s)

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

STATE OF FLORIDA AGENT, LESSEE, OR BUYER(S) NOTARIZATION

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of Dec, 2022 by Michael Raysor, who is personally known to me or who has produced a driver's license as identification and who did not take an oath.



ID: F.D.L

A. A. Dalsaniya
Notary Public
Notarial Seal and Commission
Expiration Date 01/18/26



Town of Dundee

Voluntary Annexation Application

124 Dundee Road • PO Box 1000 • Dundee, FL 33838 • (863) 438-8335 • Fax (863) 438-8335

FINANCIAL RESPONSIBILITY FORM

The undersigned, as the Property Owner, Lessee, Contract Purchaser, or Applicant (circle one), acknowledges responsibility for all Town expenses associated with the referenced application, including time spent by the Town's consultants consistent with the Town's adopted application fee schedule, extraordinary expenses, and development review deposit policies.

Name: Michael D. Raysor Title: Manager

Company: Raysor Ventures, LLC

Company Address: 19046 Bruce B. Downs Blvd, Suite 308

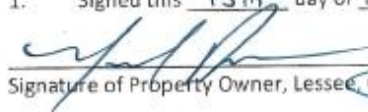
City/State/Zip Code: Tampa, FL 33647

Telephone Number: (813) 625-1699

Email Address: mdr@raysor-transportation.com

I hereby certify that all information contained herein is true and correct.

1. Signed this 13th day of December, 2022.


Signature of Property Owner, Lessee, Contract Purchase, or Applicant (circle one)

**COMPOSITE EXHIBIT “B”
to Ordinance No. 21-23**

Legal Description

CALDWELL RIDGE SUBDIVISION

Legal Description (Per Title Report)

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 28 South, Range 27 East, LESS road right of way for State Road S-542; AND

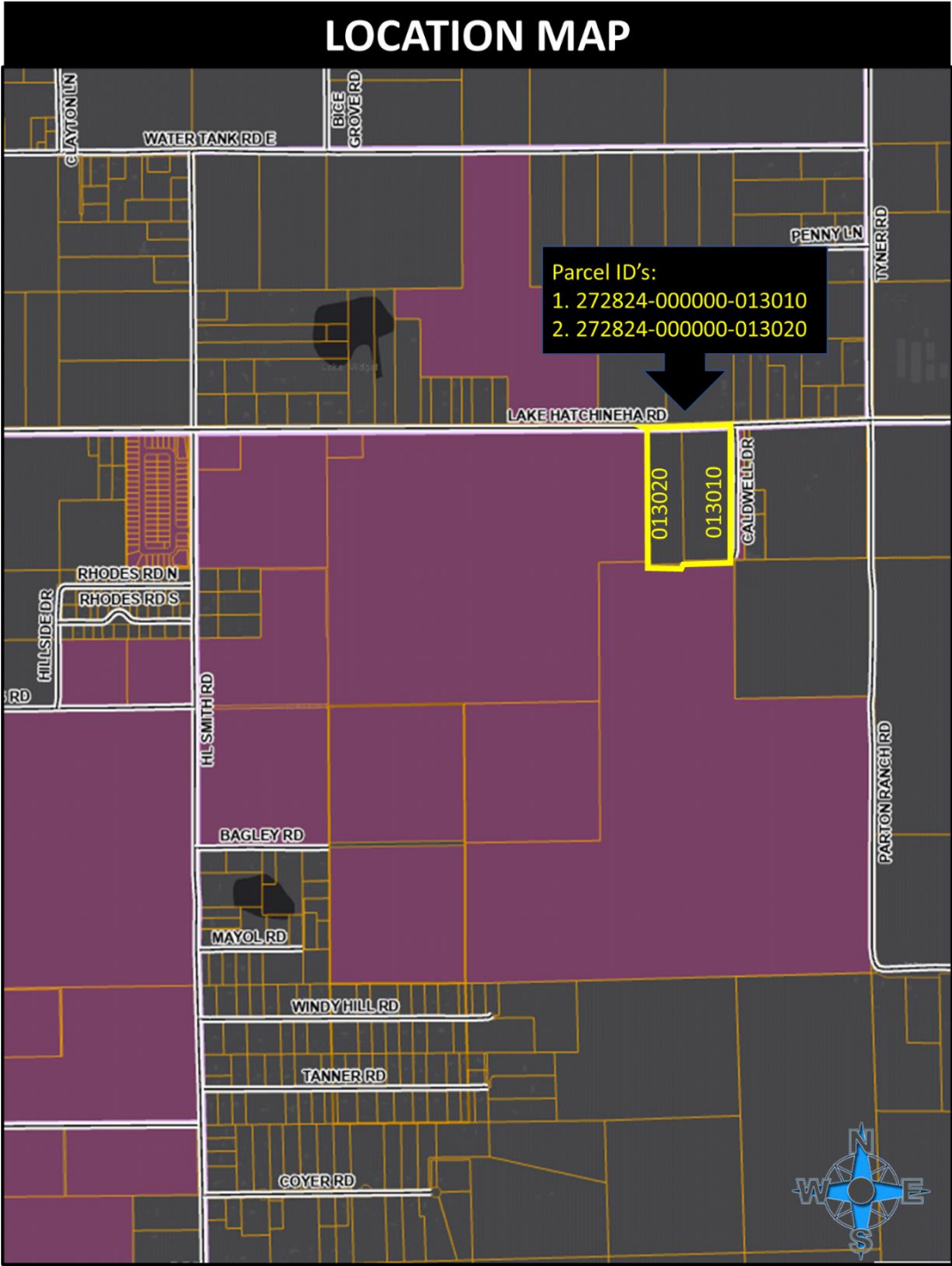
The East 1/4 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 24, LESS road right of way for State Road S-542; AND

The North 31 feet of the West 1/4 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Said Section 24; AND

The North 31 feet of the east 1/4 of the west 1/2 of the Southwest 1/4 of the northeast 1/4 of Section 24, Township 28 South, Range 27 East,

All of said property being located in Polk County, FL.

COMPOSITE EXHIBIT "B"
to Ordinance No. 21-23





TOWN COMMISSION MEETING

May 9, 2023 at 6:30 PM

AGENDA ITEM TITLE:	DISCUSSION & ACTION, IDEAL REFUSE BAD DEBT WRITE OFF
SUBJECT:	The Town Commission will consider Ideal Refuse bad debt write off
STAFF ANALYSIS:	As a requirement of the FY 2022 Audit, Town Commission must approve the write off for bad debt incurred by Ideal Refuse.
FISCAL IMPACT:	\$19,356.76
STAFF RECOMMENDATION:	Staff recommends approval
ATTACHMENTS:	Audit file memo

AUDIT FILE MEMO

Town of Dundee, FL

Subject

001-313-300 Sanitation Franchise Fees

Background

On December 31, 2021, the Town entered a settlement agreement with the former sanitation provider, I-Deal Refuse Savings, Inc. The settlement agreement included \$51,356.76 in Franchise Fees to be paid to the Town for FY 2021.

The last payment received from I-Deal Refuse did not clear the bank, at which time the Town pursued additional legal guidance. Based on the facts available at the time, the Town decided the costs of pursuing additional legal action outweighed the benefit to the Town to collect the remaining franchise fees owed. I-Deal Refuse is no longer operating in the Town of Dundee.

Since terminating the agreement, the Town established its own residential sanitation service and entered into an agreement with Republic Services to provide commercial sanitation services. In the future, the Town plans to also provide commercial sanitation services.

Fiscal Impact/Funding Source

During FY 2022, I-Deal Refuse paid \$32,000.00 towards the FY 2021 Franchise Fees due and \$66,718.84 for FY 2022 Franchise Fees.

The agreement with Republic does not include franchise fees to be paid to the Town.

Recommendation/Conclusion

The \$19,356.76 remaining FY 2021 balance owed has been deemed uncollectible by Management. As such, this amount will be accrued as an allowance for bad debt in the Town’s General Fund as of 09/30/22. Once approved by the Commission, Management will proceed to write off the balance.

TANDRA S DAVIS
TANDRA S DAVIS (Feb 17, 2023 14:03 EST)
Approved by Tandra Davis, Town Manager

Breanna Smith
Prepared by Breanna Smith, MBA CFE CAMS CECFE CPA
White Paper Consulting, Inc.

Feb 17, 2023
Date

02/17/2023
Date

SUPPORTING DATA FROM EDMUNDS

Date	Ref N	Description	Debit	Credit	Balance	Purpose	Period
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 7,404.02		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 7,321.23		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 7,191.19		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 7,563.10		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 7,583.25		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 7,824.05		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ -	\$ 3,340.18		Franchise Fees Settlement	9/30/2021
12/10/2021	25882	Pay Id: 2187 Chk: 1130	\$ 40,227.02	\$ -		Franchise Fees Settlement	9/30/2021
01/04/2022	26021	Pay Id: 2225 Chk: 002001	\$ -	\$ 4,278.91		Franchise Fees Settlement	9/30/2021
01/04/2022	26021	Pay Id: 2225 Chk: 002001	\$ -	\$ 3,721.09		Franchise Fees Settlement	9/30/2021
02/17/2022	26413	Pay Id: 2309 Chk: 006478	\$ -	\$ 3,921.29		Franchise Fees Settlement	9/30/2021
02/17/2022	26413	Pay Id: 2309 Chk: 006478	\$ -	\$ 4,078.71		Franchise Fees Settlement	9/30/2021
05/16/2022	27146	Pay Id: 2456 Chk: 007969	\$ -	\$ 3,696.67		Franchise Fees Settlement	9/30/2021
05/16/2022	27146	Pay Id: 2456 Chk: 007969	\$ -	\$ 4,303.33	\$ 32,000.00	Franchise Fees Settlement	9/30/2021
10/18/2021	25455	Payment Window FRANCHIS	\$ -	\$ 8,089.33		Franchise Fees	10/31/2021
12/10/2021	25882	Pay Id: 2186 Chk: 1131	\$ -	\$ 8,257.44		Franchise Fees	11/30/2021
01/04/2022	26021	Pay Id: 2221 Chk: 002000	\$ -	\$ 7,970.07		Franchise Fees	12/31/2021
05/20/2022	27208	Pay Id: 2464 Chk: 007970	\$ -	\$ 8,310.47		Franchise Fees	1/31/2022
02/17/2022	26413	Pay Id: 2310 Chk: 006477	\$ -	\$ 8,038.15		Franchise Fees	2/28/2022
09/07/2022	28020	Payment Window FRANCHIS	\$ -	\$ 26,053.38	\$ 66,718.84	Franchise Fees	03/31 - 06/30/22



TOWN COMMISSION MEETING

May 9, 2023 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION & ACTION, BUDGET WORKSHOP DATES

SUBJECT: The Town Commission will consider suggested dates for budget workshops.

STAFF ANALYSIS:

- Tuesday June 27 at 5:00 pm right before Town Commission Meeting
- Wednesday June 28 at 5:00 pm
- Friday July 7th 4 or 5 pm
- Saturday July 8th 12-4pm
- Tuesday July 11th at 5 pm
- Saturday July 15th 12-4 pm
- Tuesday July 25th 4 or 5 pm right before Town Commission Meeting

Saturday meetings can knock out General fund entirety.
 Saturday meetings can knock out Enterprise fund entirety.

FISCAL IMPACT: None

STAFF RECOMMENDATION: At the will of the Commission

ATTACHMENTS: Email from Commissioner Goddard

Re: Vacation Leave for Bert Goddard (6/1 - 6/15/23)

Item 5.

 Tandra Davis
To  Bertram Goddard

Thank you.

See you soon. I receive the PRWC package you left behind.

Thank you for the information.

Tandra Davis
Town Manager
Town of Dundee

Disclaimer: According to Florida Public Records Law, email correspondence to and from the Town of Dundee, including email addresses and content, is a public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact us by phone or mail.

On Apr 27, 2023, at 4:52 PM, Bertram Goddard <bgoddard@townofdundee.com> wrote:

Dear Ms. Davis,

My family and I will be on vacation from June 1 to June 15, 2023, hence I will be absent from the Commission Meeting for June 13.

With respect to the Dundee Budget Workshop dates, I would prefer the following dates:

Tue. June 27 @ 5:00pm

Tue. July 11 @ 5:00 pm

Sat. July 15 12:00 - 4:00pm




Thank you!

Bert Goddard, Commissioner Seat # 1

Town of Dundee

and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempt. Contact this office by phone or in writing.

3, 2023.

Reply  Reply All  Forward 

Fri 4/28/2023 5:29 AM

Item 5.

empt by the Public Records Law. If you do



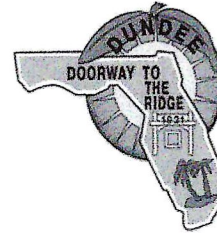
TOWN COMMISSION MEETING

May 9, 2023 at 6:30 PM

Item 6.

AGENDA ITEM TITLE:	DISCUSSION & ACTION, GRAPPLE TRUCK REPAIR
SUBJECT:	Town Commission will consider repair quotes for the grapple truck.
STAFF ANALYSIS:	The transmission on the 2005 sterling grapple truck, unit #410, needs to be replaced. It has been in the repair shop several times and the last time it had debris in the transmission filter and the 2 nd and 3 rd gears were slipping. Staff has obtained prices to replace the transmission which comes with a 2-year warranty and a transmission flush as preventative maintenance. Currently this truck is responsible for picking up debris around town for the sanitation department and is a great assist for storm debris clean up.
FISCAL IMPACT:	\$9844.01
STAFF RECOMMENDATION:	Staff recommends approval.
ATTACHMENTS:	Quote sheets

TOWN OF DUNDEE
PRICE QUOTE SHEET



DATE: 5/4/2023

DEPARTMENT: SANITATION DEPARTMENT

NAME OF PERSON SECURING THE QUOTE: JOHN VICE

GENERAL DESCRIPTION OF ITEM: TO REPLACE THE ALLISON TRANSMISSION IN THE 2005
STERLING GRAPPLER TRUCK WITH A NEW TRANSMISSION
WHICH WILL INCLUDE A 2YEAR WARRENTY

Vendor Selected:

VENDOR #1

COMPANY NAME: HARRISON DIESEL SERVICE, INC

CONTACT NUMBER: 863-325-9135 NAME OF REPRESENTATIVE: dawn (emailed quote)

PRICE: \$9844.01 SHIPPING: INCLUDED IN PRICE

COMMENTS: REPLACE THE ALLISON TRANSMISSION

Vendor Selected:

VENDOR #2

COMPANY NAME: POLK FREIGHTLINER

CONTACT NUMBER: 844-537-0332 NAME OF REPRESENTATIVE: david (emailed quote)

PRICE: \$9945.47 SHIPPING: INCLUDED IIN PRICE

COMMENTS: REPLACE THE ALLISON TRANSMISSION

Vendor Selected:

VENDOR #3

COMPANY NAME: RUSH TRUCK CENTER

CONTACT NUMBER: 863-557-4266 NAME OF REPRESENTATIVE: MIKE

PRICE: NO QUOTE SHIPPING: INCLUDED IN PRICE

COMMENTS: REPLACE THE ALLISON TRANSMISSION

DEPARTMENT DIRECTOR/SUPERVISOR: *Johnathan Vice*

DATE: 5/4/2023

FINANCE DIRECTOR APPROVAL: *[Signature]*

DATE: 5/4/23

TOWN MANAGER APPROVAL: *[Signature]*

DATE: 5/4/2023

ADDITIONAL COMMENTS: rush truck center was contacted several times and we requested a
quote from mike better he has never responded back

SOLE SOURCE JUSTIFICATION: _____

HARRISON DIESEL SERVICE, INC.
 2100 JONATHAN LANE
 WINTER HAVEN, FL 33884
 MV45559
 (863) 325 - 9135
 (863) 325 - 8266

Estimate

Date	Estimate No.
5/1/2023	410 trans

Name / Address
 TOWN OF DUNDEE
 202 EAST MAIN STREET
 DUNDEE, FL 33838

VIN#	ENGINE SERIAL #	PROJECT
2FZACHDC05AU46999	GRAPPLE TRK	2005 Sterling Acterra

Description	Qty	Rate	Total
TRUCK BROUGHT IN COMPLAINT OF NOT SHIFTING PROPERLY. CHECKED FLUID ALL GOOD. TEST DRIVE FOUND THIRD GEAR GOING INTO FORTH GEAR IS SLIPPING. WILL BE NECESSARY TO REPLACE TRANSMISSION. WHEN REPLACING TRANSMISSION WILL HAVE TO DRAIN AND FLUSH OUT TRANS COOLER AND LINES ALSO. ***NOTE*** WHEN THE TRANSMISSION IS ORDERED IT WILL BE AT LEAST FOUR DAYS OUT BEFORE RECEIVING THE TRANSMISSION FOR BUILDING TIME.			
ALLISON TRANSMISSION 2 YEAR WARRANTY	1	7,345.00	7,345.00
REAR MAIN SEAL	1	64.96	64.96
PTO SHIMS/GASKET	4	1.18	4.72
295/A668 SYNTHETIC TRANSMISSION FLUID	7	58.26	407.82
PARTS CLEANER FLUID	1	10.47	10.47
BRAKE CLEAN	3	11.44	34.32
LABOR	13	130.00	1,690.00
SHOP CHARGES		286.72	286.72

please read carefully, check one of the statements below and sign: i understand that under state law, i am entitled to a written estimate if my final bill will exceed \$100.00

- I request a written estimate.
- I do not request a written estimate as long as the repair costs do not exceed \$_____. the shop may not exceed this amount without my written or oral approval.
- I do not request a written estimate.

SIGNED _____
 DATE _____

I hereby authorize the above repair work to be done along with the necessary materials. you and your employees may operate vehicle for purpose of testing, inspection, or delivery at my risk. it is understood that you will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control.

SIGNED _____
 DATE _____

Subtotal \$9,844.01

Sales Tax (7.0%) \$0.00

Total	\$9,844.01
--------------	-------------------

Thank you for your business.



Estimate Operations (Cont.)

CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
2	104D/ABP N53 4620	14OZ NONCHLORINATED BRAKECLEAN	4.34	8.68
1	104K/2223909	SEAL GP	50.65	50.65
	LABOR T99	TRUCK REPAIR LABOR GUIDE		96.00

Prepay: \$0.00 Parts: \$59.33 Labor: \$96.00 Misc: \$0.00 Sublet: \$0.00 **\$155.33**

JOB #4 26T TRANSMISSION COMPLAINT

COMPLAINT TRANSMISSION COMPLAINT
ESTIMATE TO FLUSH TRANS LINES

CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR T99	TRUCK REPAIR LABOR GUIDE		384.00

Prepay: \$0.00 Parts: \$0.00 Labor: \$384.00 Misc: \$0.00 Sublet: \$0.00 **\$384.00**

JOB #5 26T TRANSMISSION COMPLAINT

COMPLAINT TRANSMISSION COMPLAINT
VERIFY NO COOLANT IN TRANS

CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR T99	TRUCK REPAIR LABOR GUIDE		96.00

Prepay: \$0.00 Parts: \$0.00 Labor: \$96.00 Misc: \$0.00 Sublet: \$0.00 **\$96.00**

Estimate Operations Totals

Prepay: \$0.00 Parts: \$6,385.47 Labor: \$3,360.00 Misc: \$0.00 Sublet: \$0.00 **\$9,745.47**

ALL PARTS ARE NEW UNLESS THE PART NUMBER CONTAINS THE LETTER 'R' DESIGNATING IT IS A REMANUFACTURED PART. THE UNDERSIGNED ACCEPTS GOODS AND/OR SERVICES AND AGREES TO CHARGES SHOWN AND THE TERMS AND CONDITIONS OF THIS INVOICE.

ACCEPTANCE OF DELIVERY OF THE GOODS AND/OR SERVICES REFERENCED HEREIN SHALL BIND CUSTOMER OR RECIPIENT AS TO THE TERMS AND CONDITIONS SET FORTH HEREIN. PAYMENT IS DUE UPON DELIVERY AND/OR SERVICES. OPEN ACCOUNT TERMS ARE NET 10TH PROX. ANY PAST DUE ACCOUNTS WILL ACCRUE INTEREST AT 18% ANNUALLY. COST OF COLLECTIONS OF AMOUNTS OWED UNDER THIS INVOICE, INCLUDING ANY REASONABLE ATTORNEY FEES, WILL BE PURCHASER'S RESPONSIBILITY.

DISCLAIMER OF WARRANTIES: THERE ARE NO WARRANTIES OTHER THAN ANY WARRANTIES PROVIDED BY THE MANUFACTURER ON PRODUCT SOLD, IF ANY. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. **UNDER NO CIRCUMSTANCES IS ORLANDO FREIGHTLINER LIABLE FOR CONSEQUENTIAL DAMAGE OR LOST PROFITS.** ORLANDO FREIGHTLINER, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT.

PARTS RETURN POLICY: ALL RETURNS SUBJECT TO HANDLING CHARGE. NO RETURNS AFTER 15 DAYS. ABSOLUTELY NO RETURNS FOR ELECTRICAL OR SPECIAL ORDER ITEMS. PARTS ARE NOT RETURNABLE WITHOUT THIS INVOICE. CORES MUST BE RETURNED IN ORIGINAL PACKAGING WITHIN 30 DAYS AND ARE SUBJECT TO ADJUSTMENT IN VALUE AFTER INSPECTION.

	ESTIMATED	BILLED
LABOR	\$3,360.00	
PARTS	\$6,385.47	
MISC CHG	\$0.00	
SUBLET	\$0.00	
PREPAY	\$0.00	
SUBTOTAL	\$9,745.47	

SHOP SUPPLIES	\$200.00
TAX	\$0.00
TOTAL	\$9,945.47

AUTHORIZED BY _____

DATE _____

Please Remit Payment to:

POLK FREIGHTLINER
PO BOX 547185
ORLANDO, FL
33844



POLK FREIGHTLINER
 35399 US HWY 27 NORTH
 HAINES CITY, FL 33844
 P: (844) 537-0332
 F: (863) 547-6944

Item 6.

BILL TO
 TOWN OF DUNDEE - 50989
 202 E. MAIN ST
 DUNDEE FL 33838-4217
 P: (863) 438-8330
 F:
 JVICE@TOWNOFDUNDEE.COM

REF:

DELIVER TO
 TOWN OF DUNDEE - 50989
 202 E. MAIN ST.
 DUNDEE FL 33838-4217
 P: (863) 438-8330
 F:

SERVICE ESTIMATE: E104007834

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER PO			
5/3/2023 9:27:58AM		SRET	DMILLS	COD				
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2005	STL	ACTERRA	2FZACHDC05AU46999	0	0	3/20/2005	KAL89047	0

Estimate Operations

JOB #1 G03 RECALL / CAMPAIGN

COMPLAINT RECALL / CAMPAIGN **
 QUOTE
 3MAY23
 NO MODS NO RECALLS

CAUSE
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE

Prepay: Parts: Labor: Misc: Sublet:

JOB #2 26T TRANSMISSION COMPLAINT

COMPLAINT TRANSMISSION COMPLAINT **
 CUSTOMER WOULD LIKE A QUOTE FOR A 2005 STERLING ACTERRA TRANSMISSION
 ESTIMATE IS SIGHT UNSEEN

CAUSE
 CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	104X/15E2E0	5 GAL PAIL TRANSYND	258.30	258.30
2	104X/15E2E1	ALLISON TRANSYND GAL	52.50	105.00
1	104X/XXX3500RDSWEL	REMAN TRANS 3500RDS	5,962.84	5,962.84
1	104X/XXX3500RDSWEL-CORE	REMAN TRANS 3500RDS CORE	4,725.00	4,725.00
-1	104X/XXX3500RDSWEL-CORE	REMAN TRANS 3500RDS CORE	4,725.00	-4,725.00
	LABOR T99	TRUCK REPAIR LABOR GUIDE		2,784.00

Prepay: \$0.00 Parts: \$6,326.14 Labor: \$2,784.00 Misc: \$0.00 Sublet: \$0.00 \$9,110.14

JOB #3 26T TRANSMISSION COMPLAINT

COMPLAINT TRANSMISSION COMPLAINT
 ESTIMATE TO REPLACE REAR MAIN SEAL

CAUSE

NO QUOTE (RUSH TRUCK CENTER)

To whom it may concern

Town staff has worked with mike (service rep) with rush truck center for the last few days to receive a quote for replacement of a transmission for a 2005 sterling grapple truck. Mike has claimed for a few days that staff would see the quote by the next morning but as of 5/4/2023 staff haven't received any pricing on this project and would like to consider them as a no quote.

Rush truck center (lake Hamilton Florida)

Service representative – Mike

Phone number – 863-557-4266