

Agenda
City of Dunnellon
City Council Workshop Meeting
January 3, 2024, 5:30 PM

Dunnellon City Council Workshop meeting will be held on January 3, 2024, 5:30 pm at Dunnellon City Hall

Public Comment: Anyone who wishes to provide public comment will be able to do so by participating in the City Council Workshop meeting in person.

Supporting Documentation for Agenda items may not be ADA compliant for website posting. To obtain supporting documentation not published to the website, please contact the City Clerk's office.

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence

(suggested time limit: 1minute: Mayor to request if any invitee is present to open with prayer; if no invitee is present, Mayor will ask if a Dunnellon citizen will volunteer. If no volunteers, a moment of silence will be offered. If a citizen outside of Dunnellon requests to open with prayer, (s)he may do so if no invitee/citizens volunteer.)

Roll Call

Proof of Publication - The agenda was posted on the City's website and City Hall bulletin board on Wednesday, December 27, 2023.

1. **Public Comment**
2. **Board Reports**
3. **Dunnellon Chamber and Business Association Reports**
4. **Presentations**

Verkada Security Systems - Proposed Police Department Security System Upgrade

5. **Regular Agenda Items**

5.a Council Vacancy

5.b Amendment 3 to Agreement #AGR2020-27 MT Causley, LLC

Documents:

[Amendment 3 to Agreement AGR2020-27 MT Causley.pdf](#)

5.c Agreement #AGR2023-34 FEMA Reimbursement for Hurricane Idalia

Documents:

[Agenda Summary Agreement AGR2023-34 FEMA.pdf](#)

5.d Agreement #AGR2024-01 Follow That Dream RV Resort Development Agreement

Documents:

[Agreement AGR2024-01 Follow That Dream Development Agreement.pdf](#)

[Staff Report Follow That Dream Revised 20231218.pdf](#)

6. Staff Agenda Items

6.a Police Department Security System Upgrade - Chief Scaglione

Documents:

[Agenda Summary Security Systems.pdf](#)

6.b Police Lieutenant Reclassification to Captain - Chief Scaglione

Documents:

[Agenda Summary Lieutenant to Captain.pdf](#)

6.c Police and Fire Department Parking Lot Repaving Project - Chad Ward, Public Works Manager

7. Ordinances

7.a Ordinance #ORD2023-02 Parking Agreements

Documents:

[Ordinance ORD2023-02 Parking Agreements.pdf](#)

7.b Ordinance #ORD2024-03 Special Events

Documents:

[Ordinance ORD2024-03 Special Events_First Draft.pdf](#)

8. Resolutions

8.a Resolution #RES2024-01 Project Worksheet

Documents:

[2024-01 Project Worksheet.pdf](#)

8.b Resolution #RES2024-02 Education Fund Policy

Documents:

[Resolution RES2024-02 Personnel Manual Amendment_Education Fund Policy.pdf](#)

9. Proclamations

9.a Proclamation #PRO2024-01 Dunnellon Tigers Pop Warner 2023 National Champions

Documents:

[Proclamation PRO2024-01 Dunnellon Tigers Pop Warner 2023 National Champions.pdf](#)

10. **Department Reports**
11. **Council Comments**
12. **City Attorney Comments**
13. **Public Comment**
14. **Adjournment**

Proposed Motion: I move the City Council meeting be adjourned.

Tentative Agenda for Council Meeting on Monday, January 10, 2024.

Consent Agenda

- Approval of Minutes
- Approve Proclamation #PRO2024-01 Dunnellon Tigers Pop Warner 2023 National Champions
- Authorize the Mayor to sign Agreement #AGR2023-34, FDEM Grant Agreement #Z4081 Hurricane Idalia

Regular Agenda

- City Council Appointment
- Public Hearing Ordinance #ORD2023-02 Parking Agreements
- Final Reading Ordinance #ORD2023-02 Parking Agreements
- First Reading Ordinance #ORD2024-03 Special Events
- Approve Amendment 3 to Agreement #AGR2020-27, MT Causley, LLC
- Resolution #RES2024-01 Project Worksheet
- Resolution #RES2024-02 Education Fund Policy

Future Meetings:

- 01/10/2024 City Council Meeting
- 02/05/2024 City Council Workshop
- 02/14/2024 City Council Meeting
- 02/14/2024 CRA Board Meeting

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.



December 20, 2023

Kelly Wyen
50750 River Drive
Dunnellon, Florida 34431

RE: Professional Services Agreement, CPI increase we discussed.

Dear Kelly Wyen:

As you discussed with Jessica Adkins, the above referenced contract provides that M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, is to receive a CPI increase in the fees charged for services provided under that contract. Based on the change in the CPI that increase is 3.7%. The attached Exhibit A provides the new fee structure for services provided under the contract and will be effective with respect to all services provided on or after 1/1/2024. If I have accurately described our agreement, please sign below and send a copy of the fully executed version of this letter to [Jessica Adkins at jladkins@safebuilt.com](mailto:jladkins@safebuilt.com). If I misstated some part of our agreement, please let me know as soon as possible.

Best regards,

Matthew K. Causley
Chief Operating Officer
SAFEbuilt, LLC

Acknowledged and agreed:

CITY OF DUNNELLON, FLORIDA

Signature

By: _____

Title: _____

Date: _____

Exhibit A to Letter Agreement dated December 20, 2023
Effective Date: January 1, 2024

Services	Standard Hourly Rate
Building Official - Residential and Commercial Inspection (all Trades) - Residential and Commercial Plan Review (all Trades) - Flood Plain Management	\$103.70 per hour – one (1) hour minimum
Code Enforcement	\$82.96 per hour – two (2) hour minimum
Permit Technician	\$72.59 per hour
Additional Staff – as requested by Municipality	
Professional Planning Services – Remote	\$102.46 per hour
Grant Writing	\$102.46 per hour
GIS Services	\$102.46 per hour
Residential and Commercial Inspection Services Includes Building, Electrical, Plumbing and Mechanical	\$98.52 per hour – one (1) hour minimum
Residential and Commercial Plan Review Services Includes Building, Electrical, Plumbing and Mechanical	\$98.52 per hour – one (1) hour minimum
Weekend/After Hours/Emergency Inspection Services	\$145.59 per hour – two (2) hour minimum
Time tracked will start when staff checks in at the city or first inspection site	

City of Dunnellon
Agenda Summary Form

Meeting Date: January 3, 2024

1. Responsible Department: Finance
2. Presenter: Jan Smith
3. Recommended Action: Authorize the Mayor to sign FDEM grant agreement #Z4081 City agreement #AGR2023-34

Subject: Grant agreement #AGR2023-34 Hurricane Idalia

Request for Approval Summary Explanation & Background:

The City has been awarded a grant agreement from the Florida Division of Emergency Management for reimbursement of expenses incurred as a result of Hurricane Idalia in September 2023. Expenses incurred total \$16,831.22. We also anticipate reimbursement of approximately 5% of the total for administrative activities preparing the documentation to support reimbursement. This amounts to approximately \$841 for a grand total reimbursement \$17,672.22.

Procurement Method: N/A

Fiscal Information: N/A

Attorney Review: N/A

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C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Mr. Stephane Malet
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency
 Management 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

 Jan Smith
Name: _____
Address: 20750 River Dr
 Dunnellon, FL 34431

Telephone: (352) 465-8500 Ext. 1003
Email: jsmith@dunnellon.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for **DR - 4734 - Hurricane Idalia**. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Dunnellon, City Of

By: _____

(Signature)

Name: _____

Title: Mayor

Date: January 10, 2024

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

20750 River Drive

Street Address

Dunnellon, FL, 34431

City, State, Zip

January 10, 2024

Date

Dunnellon, City Of

Subrecipient's Name

Z4081

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Dunnellon, City Of

Box 1: Authorized Agent (Full Access)

Name
 Signature
 Organization / Official Position **Mayor**
 Mailing Address **20750 River Drive**
 City, State, Zip **Dunnellon, FL 34431**
 Daytime Telephone **352-465-8500**
 E-mail Address

Box 2: Primary Contact (Full Access)

Name **Jan Smith**
 Signature
 Organization / Official Position **City of Dunnellon/Finance Officer**
 Mailing Address **20750 River Drive**
 City, State, Zip **Dunnellon, FL 34431**
 Daytime Telephone **(352) 465-8500 Ext. 1003**
 E-mail Address

Box 3: Alternate Contact (Full Access)

Name **Amanda Odom**
 Signature
 Organization / Official Position **City of Dunnellon/City Clerk**
 Mailing Address **20750 River Drive**
 City, State, Zip **Dunnellon, FL 34431**
 Daytime Telephone **(352) 465-8500 Ext 1005**
 E-mail Address **modom@dunnellon.org**

Box 4: Other-Finance/Point of Contact (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

January 10, 2024

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Dunnellon, City Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month: October Day: 1**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000311

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 083-18675-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

January 10, 2024

Date



Attachment 3: RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:

Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at fdem-pa-compliance@em.myflorida.com.



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: ____ DR-4734 _____

Subrecipient Name (Entity): ____ City of Dunnellon _____

Fiscal Year End Date: ____ 09/30/2023 _____

Risk Assessment Completed by: ____ Jan Smith _____ Date: ____ 12/14/23 _____

1. Has this entity ever been suspended or debarred?

- ☒ A. No, this entity has not been suspended or debarred within the last 10 years.
☐ B. Yes, this entity has been suspended or debarred in the last 4-10 years.
☐ C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?

- ☐ A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
☒ B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
☐ C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?

- ☐ A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
☒ B. Yes, this entity has been awarded Public Assistance funding for 1 event.
☐ C. No, this entity has not been awarded Public Assistance funding.

Comments:



RECOVERY BUREAU

RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- ☐ A. Yes, obligated large projects.
☒ B. Yes, obligated small projects.
☐ C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- ☐ A. Yes.
☒ B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
☐ C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- ☒ A. No.
☐ B. Yes, there has been turnover in one (1) Key Personnel position.
☐ C. Yes, there has been turnover in more than one (1) Key Personnel position

Comments:



RECOVERY BUREAU

RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- ☐ A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- ☐ B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- ☒ C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- ☒ A. Yes.
- ☐ B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- ☐ C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- | | |
|---|--|
| ☐ Accounting | ☒ Ethics |
| ☒ Conflict of Interest | ☐ Inventory, Property, and |
| ☐ Internal Controls | ☐ Equipment Records Retention |
| ☒ Procurement | |
| ☒ Timekeeping and Payroll | |

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ _____

Category B: \$ ____16,831_____

Category C: \$ _____

Category D: \$ _____

Category E: \$ _____

Category F: \$ _____

Category G: \$ _____

Category Z: \$ _____

For FDEM Use Only

FDEM Comments:

Risk Assessment Reviewed by: _____ Date: _____

Preliminary Result:

Risk Rating:

0

1 Prepared by:
2
3 Andrew J. Hand
4 2300 Maitland Center Pkwy
5 Suite 100
6 Maitland, FL 32751
7

8 Return to:
9
10 City Clerk
11 City of Dunnellon, Florida
12 20750 River Drive
13 Dunnellon, FL 34431
14

15
16 **DEVELOPMENT AGREEMENT**

17 For the project known as
18 Follow that Dream RV Resort
19 located immediately west of the First United
20 Methodist Church of Dunnellon on the north side of
21 West Highway 40
22
23

24 **THIS AGREEMENT** is entered into and made as of the ____ day of _____,
25 2023, by and between the **CITY OF DUNNELLON, FLORIDA**, a Florida municipal
26 corporation, with a mailing address of 20750 River Drive, Dunnellon, Florida, (hereinafter referred
27 to as the "City"), and **SOUTHERN SPRINGS, INC.**, a Florida Profit Corporation with its
28 principal address located at 2644 S.W. 14th Avenue, Fort Lauderdale, Florida 33315 (hereinafter
29 referred to as "**Owner**").
30

31 **W I T N E S S E T H**
32

33 **WHEREAS**, the Owner warrants that it holds legal title to the lands located in Marion
34 County, Florida, and within the corporate limits of the City, said lands being more particularly
35 described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter
36 referred to as the "Subject Property"), and that the holders of any and all liens and encumbrances
37 affecting such property will subordinate their interests to this Agreement; and
38

39 **WHEREAS**, the Owner has provided to the City a title opinion of an attorney licensed in
40 Florida, or a certification by an abstractor or title company authorized to do business in Florida,
41 showing marketable title to the Subject Property to be in the name of the Owner and showing all
42 liens, mortgages, and other encumbrances not satisfied or released of record; and
43

44 **WHEREAS**, the Owner desires to facilitate the orderly development of the Subject
45 Property as a Recreational Vehicle Resort consisting of a clubhouse, pool, pickleball courts, postal
46 station & general store, RV/Boat storage and RV sites, in compliance with the laws and regulations
47 of the City, and of other governmental authorities (hereinafter referred to as the "Project"); and
48

49 **WHEREAS**, Owner has submitted to the City the Site Plan prepared by Menadier

Engineering and Rogers Engineering, dated October 30, 2023 which is attached hereto as **Exhibit B**” and incorporated herein by this reference; and

WHEREAS, the Property, known and to be known as “Follow that Dream RV Resort” is designated on the City of Dunnellon Comprehensive Plan Future Land Use Map as Mixed Use; and

WHEREAS, the City desires that the Project will further the intent of the Comprehensive Plan: that is, that the Project will accommodate a required amount of Recreational Vehicle Park use, Institutional use and Commercial use; and

WHEREAS, the City and the Owner desire to clearly set forth certain terms, conditions, and agreements with respect to the development of the Project; and

WHEREAS, the City finds that the development permitted or proposed in this Agreement is consistent with the City’s Comprehensive Plan and Land Development Code and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the public, health, safety, and welfare of the citizens of the City; and

WHEREAS, the City further finds that this Agreement is consistent with and an exercise of the City’s powers under the *Municipal Home Rule Powers Act*; Article VIII, Section 2(b) of the *Constitution of the State of Florida*; Chapter 166, Florida Statutes; other controlling law; and the City’s police powers; and

WHEREAS, this is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*; and

WHEREAS, per the terms of this Agreement, City Council’s approval of this Agreement and Exhibit “B” shall not operate as a temporary or permanent reservation of capacity within the utility system of any entity providing the City with utility capacity via contract or otherwise; and

WHEREAS, the City approves Exhibit “B” subject to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Comprehensive Plan, unless otherwise indicated.

2. Ownership. The legal owner of the Subject Property is **SOUTHERN SPRINGS, INC.**, a Florida Corporation (“**Owner**”).

3. Defined Terms. Capitalized terms which are not defined in this Agreement shall have the definition as set forth in the City Code.

96
97 **4. Subordination/Joinder.** Unless otherwise agreed to by the City, all liens,
98 mortgages, and other encumbrances not satisfied or released of record, must be subordinated to
99 the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility
100 of the Owner to promptly obtain the said subordination or joinder, in form and substance that is
101 acceptable to the City Attorney, prior to the City's execution of the Agreement.
102

103 **5. General Description of the Project.** The proposed development ("Proposed
104 Development") shall consist of the following:
105

106 Total Acreage: Approximately 30.27 acres
107
108 Land Use: Mixed Use
109 Zoning: PUD
110 Recreational Vehicle Park: 77%
111 Commercial Uses: 10%
112 Institutional Uses: 6%
113 Drainage Retention Area & Maintenance Area: 7%
114
115 Density and FAR: RV Density 7.5 RV sites/AC
116 FAR 0.010
117
118 Impervious Area: 41.7%
119

120 **6. Duration.** The duration of this Agreement is ten (10) years; provided, however,
121 that in the event construction has not commenced within five (5) years, rights under this
122 Development Agreement shall be suspended until reinstated at the option of the City of Dunnellon
123 upon petition by the Owner. If final construction has not been completed and approved by the
124 City on or before exactly ten (10) years from the date of execution of this Agreement, the Owner
125 shall cease to have any vested rights under the terms of this Agreement.
126

127 **7. Development of the Subject Property.** Development of the Property shall comply
128 with the terms of this Agreement, the Site Plan and Landscape Plan, and the City's Land
129 Development Code requirements in effect at the time of application for any such plans. In the
130 event of any conflict between the provisions of the City's Land Development Code, as it may from
131 time to time be amended, and this Agreement, it is agreed that the provisions of this Agreement
132 shall control so long as such provisions conformed to the City's Land Development Code as of the
133 Effective Date of this Agreement.
134

135 **A. Permitted Principal Use:** Recreation Vehicle Park
136

137 **B. Dimensional requirements:**
138

- 139 1) Height: Maximum height of all permanent structures shall not exceed 30
140 feet.
141

- 142 2) Setbacks: No structure shall be closer than 25 feet to any side or rear
143 property line or road right-of-way line.
144
145 3) RV Spacing: No portion of a Recreation Vehicle shall be closer than 15 feet
146 from any portion of another Recreation Vehicle
147
148 4) RV Site Area: Each RV Site shall contain a minimum of 1200 square feet
149
150

151 **C. Perimeter Buffers**
152

153 North: 15 feet wide Class 'C' Buffer with two canopy trees and three
154 understory trees per 100 lineal feet, shrubs and groundcovers shall comprise at
155 least 35% of the buffer area.
156

157 South: 12 feet wide Class 'C' Buffer with two canopy trees and three
158 understory trees per 100 lineal feet, shrubs and groundcovers shall comprise at
159 least 35% of the buffer area.
160

161 South 695 lineal feet: 8 feet wide Class 'D' Buffer with two canopy trees and
162 three understory trees per 100 lineal feet, shrubs and groundcovers shall
163 comprise at least 35% of the buffer area.
164

165 East: 15 feet wide Class 'C' Buffer with two canopy trees and three
166 understory trees per 100 lineal feet, shrubs and groundcovers shall comprise at
167 least 35% of the buffer area.
168

169 West: North 636 lineal feet - 15 feet wide Class 'C' Buffer with two canopy
170 trees and three understory trees per 100 lineal feet, shrubs and groundcovers
171 shall comprise at least 35% of the buffer area.
172
173

174 **D. Open Space:** Open Space shall comprise 58.3% of the total property and does
175 not include impervious areas or the Drainage Retention Area. Open Space
176 within the immediate vicinity of the Commercial Use Areas and Institutional
177 Use Area shall be considered as part of the percentages of each area
178

179 **E. Recreational Facilities & Amenities:** Development shall provide a public pool
180 with an occupancy of no less than 70 persons, public restrooms for men, women
181 and family, two public sports courts, one public dog park and three outdoor
182 grills. A minimum of one watering station and one trash receptacle shall be
183 provided in the dog park and an accessible path meeting ADA standard shall be
184 provided to the dog park.
185

186 **F. Phasing:** Development of the Subject Property shall be in a single phase.
187

188 **G. Tree Requirements and Tree Mitigation:** Total number of trees required is
189 sixteen (16) trees per acre, 30 acres x 16 trees requires 480 trees. Total number
190 of trees provided is 490 trees. Tree mitigation required is forty-four (44) two-
191 inch caliper trees. Tree mitigation provided is 255 trees with 2-inch minimum
192 caliper.
193

194 **H. Lighting:** All lighting for the Subject Property shall be streetlights along the
195 project's interior drive aisles and will be a type and design that will have
196 minimum impact to wildlife while not posing a safety issue or concern to
197 occupants of the Project. All streetlights shall be directed to not cause a glare
198 on to the adjacent properties or road right-of-way.
199

200 **I. Stormwater and Environmental:** The stormwater system shall be maintained
201 by the property ownership and shall not be dedicated to or become the
202 responsibility of the City. The stormwater system shall be permitted by the City
203 and the Southwest Florida Water Management District. Environmental
204 permitting, mitigation (including protected species), and soil and erosion
205 control for the property shall conform to all federal, state, and local permits and
206 requirements, shall be the sole responsibility of the Owner, and shall be
207 maintained in good condition and good standing with the applicable permitting
208 authorities. Best Management Practices and conformance to National Pollutant
209 Discharge Elimination System (NPDES) criteria are required.
210

211 **J. Site Access:** The Subject Property will have access via West Highway 40. The
212 driveway and all construction within the public right-of-way shall be permitted
213 by the Marion County Office of the County Engineer.
214

215 **K. Project Signage:** Project Signage shall be one double sided monument sign that
216 complies with the City of Dunnellon Land Development Code and shall be
217 permitted separately from the Site Plan.
218

219 **L. Interior Roadways:** All roadways within the development shall be designed
220 and constructed to meet the City of Dunnellon minimum requirements. The
221 City of Dunnellon shall not be responsible for the maintenance or repair of any
222 of the roads or transportation improvements. The Property Owner shall
223 establish an appropriate legal entity that will be responsible to pay the cost and
224 perform the services to maintain the roads and transportation improvements.
225

226 **8. Utilities.** The Owner shall connect to the Florida Governmental Utility Authority
227 (FGUA) sanitary sewer and potable water system at its sole cost and expense. Owner shall be
228 responsible for the payment of all charges and fees to FGUA. Neither this Agreement or its exhibits
229 shall be interpreted to operate as a temporary or permanent reservation of capacity within FGUA's
230 wastewater and potable water systems, nor as a reservation of capacity within the utility system of
231 any other entity providing the City utility capacity via contract or otherwise.
232

233 **9. Impact Fees.**

234
235 **A. Payment of Non-Utility Impact Fees.** Non-utility impact fees will be
236 charged pursuant to the City's impact fee schedule in place at the time of
237 building permit. The payment of impact fees shall be made when building
238 permits are issued. The non-utility impact fees shall be subject to increase
239 pursuant to any action to increase impact fees generally throughout the City by
240 the City Council from time to time.

241
242 * Payment of non-utility Impact Fees shall be subject to
243 administrative/processing fees set by resolution of Council in effect at the time
244 of payment of such Impact Fees.
245

246 **10. [RESERVED]**

247
248 **11. Conditions of Approval.**

249
250 **A. Payment of Costs and Fees.** The Owner shall pay all fees, costs, attorney fees,
251 and consultants' fees incurred by the City for processing of this or subsequent related
252 applications for development of the Subject Property in accordance with the City's
253 Ordinance, as amended from time to time.
254

255 **B. Effective Date; Recordation.** The Effective Date of this Development Agreement
256 shall be the date when the Agreement has been recorded in Public Records of Marion
257 County. If the Owner has paid all costs and fees pursuant to paragraph A above, the City
258 Clerk or designee shall record this Agreement in the Public Records of Marion County
259 within fourteen (14) days after execution by both parties. The Owner shall reimburse the
260 City for the cost of recording this Agreement.
261

262 **C. Regulatory Agency Approvals.** Development of the Project as described herein is
263 conditioned upon the Owner obtaining all necessary permits and approvals from the
264 regulatory agencies, which may include the Florida Department of Environmental
265 Protection ("FDEP"), Southwest Florida Water Management District ("SWFWMD"), and,
266 Florida Fish and Wildlife Conservation Council ("FFWCC"), or any other agency having
267 jurisdiction to approve the Project. Owner shall provide City with the regulatory agency
268 permits for final, permitted locations, state-imposed conditions, mitigation requirements if
269 any, design, and plans.
270

271 **12. Defaults; Enforcement.**

272
273 **A. Default.** Failure by a party to perform any of its obligations hereunder shall constitute
274 a default hereunder, entitling the non-defaulting party to terminate this Development
275 Agreement, or to pursue the remedies of specific performance, injunctive relief, and/or
276 damages. If there are current violations of the City Code or of this Agreement relating to
277 the Project, no further building permits or development orders will be issued, and already
278 issued buildings permits and/or development orders may be revoked, at the reasonable

discretion of the City. Prior to termination of this Agreement or any party filing any action as a result of a default by the other party under this Agreement, the non-defaulting party exercising such right shall first provide the defaulting party with written notice specifying such default and the actions needed to cure same, in reasonable detail. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity within which to cure such default. If thirty (30) days is not considered by the parties to be a reasonable period in which to cure the default, the cure period shall be extended to such a cure period acceptable to the City and the Owner. Upon termination of the Development Agreement, the Owner shall immediately be divested of all rights and privileges granted hereunder.

B. Enforcement. In the event of a violation of the City's Land Development Code or Code of Ordinances by the Owner, the City Council may suspend construction activity and revoke any building permit or development order issued to Owner, and take all actions necessary to halt construction until such time as the provisions herein are complied with. In the event legal action is necessary due to a violation by Owner, and attorney's fees or other professional fees and costs are incurred by the City enforcing compliance with the Land Development Code or Code of Ordinances, these expenses shall be borne by the Owner. These penalties are in addition to any other penalties provided by law. The Owner agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Association, or its successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals, to the Subject Property should the Owner fail to comply with the terms of this Agreement.

13. Notices. Where notice is herein required to be given, it shall be by certified mail return requested, hand delivery or nationally recognized courier, such as FedEx or UPS. Said notice shall be sent to the following, as applicable:

CITY'S REPRESENTATIVES:

CITY: City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

OWNER'S REPRESENTATIVES:

OWNER: Gary Blackwell
Southern Springs, Inc.
6915 State Road 54
New Port Richey, FL 34653

Email: blackwellinvestments@tampabay.rr.com

With a copy to: Rogers Engineering, LLC
Attn: Rodney Rogers
1105 S.E. 3rd Avenue
Ocala, FL 34471

Email: rkrogers@rogerseng.com

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

14. Compliance with the Law. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

15. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

16. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner and its assigns and successors in interest, and the City and its assigns and successors in interest.

17. Subsequently Enacted State or Federal Law. If either state or federal law is enacted after the Effective Date of this Agreement which is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal law.

18. Severability. If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

19. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

20. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

21. Agreement; Amendment. This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and Land Development Code and does not in any way rescind or modify any provisions thereof. In the event a development requirement, permit,

condition, term or restriction is not addressed in this Agreement, its exhibits, or Final Construction Plan(s) as approved, the Project shall comply with the City's Comprehensive Plan and Land Development Code in effect at the time application for such development requirement, permit, condition, term, or restriction is made. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

23. Early Termination by City.

A. Generally. The City may terminate this Agreement at any time, by appropriate action of the City Council, without cost or penalty to the City, if Owner defaults hereunder and does not cure such default as required in this Agreement.

B. Termination. Upon any termination, the City shall have no further obligations under this Agreement. Any rights, remedies and/or entitlements which shall have accrued under and pursuant to this Agreement prior to the termination or expiration hereof shall survive any termination or expiration of this Agreement insofar as is necessary to give legal effect to any rights, remedies and/or entitlements set forth and described in this Agreement intended by their terms to survive such termination or expiration.

24. Indemnification. Owner shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result of defects in Owner's engineering, design, construction, operation, and/or maintenance of the Subject Property and injury to person or property caused by Owner's negligence or intentional acts while constructing the infrastructure improvements required under this Agreement. Owner's indemnification specifically exempts those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City. Further, it is specifically understood that Owner shall be responsible solely for Owner's own negligence or intentional acts, and not those of City, and that City shall be responsible solely for City's own negligence or intentional acts, and not those of Owner.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the date first above written.

OWNER:

SOUTHERN SPRINGS, INC., a Florida corporation

Signature of Witness #1

BY: Gary Blackwell
Its: President

Print or type name

By: _____
Gary Blackwell, President

Signature of Witness #2

Mailing Address: 6915 State Road 54
New Port Richey, FL 34653

Print or type name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by ___ physical presence or ___ online notarization this ___ day of _____, 2023, by Gary Blackwell, as President of Southern Springs, Inc., a Florida corporation, who is ___ personally known to me or who has produced a driver license # _____ as identification.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DUNNELLON:

By:

Print Name: _____

Date: _____

ATTEST:

Date: _____

Mailing Address: City of Dunnellon
 20750 River Drive
 Dunnellon, Florida 34431

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by ___ physical presence or ___ online notarization this ___ day of _____, 2023, by _____ as _____ of _____, who is ___ personally known to me or who has produced a driver license # _____ as identification.

Signature of Notary

(NOTARY SEAL)

Print or type name

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL NO. 1:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, LESS THE EAST 330 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2754, PAGE 697, ALL IN PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, LYING WITHIN THE RIGHT-OF-WAY OF COUNTY ROAD NO. 40 AND COUNTY ROAD NO. 336.

PARCEL NO. 2:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA LYING NORTH OF STATE ROAD 40, LESS THE WESTERLY 1321.84 FEET THEREOF.

SITE PLAN



CITY OF DUNNELON
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC.

SITE PLAN

Owner: Southern Springs, Inc.

Applicant: Rogers Engineering, LLC

General Location: North of West Highway 40, West of Rolling Hills Road

Number of Acres: 30.276 ± acres

Existing Zoning: PUD

Existing Land Use: Mixed Use

Date: December 18, 2023

Description of Project

The applicant is requesting development plan/site plan approval pursuant to Article XVI, Section 16.14. The proposed development is a 228-unit RV park, RV/Boat storage area, clubhouse with pool, bath house and laundry, and dog park. The proposed use is consistent with the future land use designation of Mixed Use. Utilities (water and sewer) to be provided by FGUA. Access to the site is via a proposed dual lane boulevard.

	Surrounding Zoning	Surrounding Land Use
North	A-1, Agriculture	Rural
South	PUD	Mixed Use
East	PUD	Mixed Use
West	A-1, Agriculture	Rural

Assessment

General Comments

The subject property has a future land use designation of Mixed-Use. According to Policy 1.6 within the Future Land Use Element of the City of Dunnellon's Comprehensive Plan, allows for the following uses:

residential, neighborhood scale commercial/office uses (includes retail, financial services, professional services, personal services, restaurants, transient lodging, and bed and breakfast establishments), and institutional uses (including schools, civic, cultural, religious facilities and similar uses), recreational vehicle parks. Within Policy 1.6, a series of conditions are required including:

- A. A development shall contain at least three (3) of the permissible uses within the following ranges measured by acreage: Residential uses or recreational vehicle parks (40-80%), commercial uses (10-50%) and institutional (5-10%).
- B. A development site with ten (10) or more acres may have community scale commercial or office uses.
- C. Where neighborhood scale development is proposed, no individual building shall exceed 3,000 square feet. The maximum height for buildings used for neighborhood scale development is forty (40) feet.
- D. Where community scale development is proposed, no individual building shall exceed 30,000 square feet.
- E. The maximum residential density is twelve (12) units per gross acre.
- F. The maximum impervious surface in a mixed-use development is sixty-five (65) percent.
- G. All development shall be designed to ensure compatibility with adjacent development, based on concepts such as transition of building height, buffering, building orientation, and location and design of site features such as parking, outdoor lighting, and equipment.
- H. All uses, including accessory structures, mechanical and service equipment, and utility structures shall be integrated with the design of the principle building. Mechanical, service, and utility equipment shall be screened.
- I. When an amendment to the Future Land Use Map is proposed to apply the mixed-use land use category, a minimum of five (5) acres is required.
- J. A recreational vehicle park shall be subject to specific design standards to ensure compatibility and safe layout of vehicle sites and amenities. The maximum density of RV sites within a park are twelve (12) sites per gross acre.

The applicant is proposing 228 campsites within 30.27 ± acres for a density of 7.53 sites per gross acre. Sheet C001 has been revised to indicate the percentages of each land use as follows:

Commercial – 3.0 acres (10%)

Institutional – 1.8 acres (6%)

RVs – 23.4 acres (77%)

DRA & Maintenance Areas – 2.1 acres (7%)

The proposed development meets the intent of Policy 1.6(A) and Article VIII, Intent and Purpose of Zoning Districts, within Section 8.8, Planned unit development (PUD).

The plans also indicate a proposed dog park of 5,000 SF (0.115 +/- acres). There is no indication that watering stations or trash receptacles or access (i.e., sidewalk) will be provided or that is proposed to be gated and fenced.

At a minimum staff recommends that the Development Agreement be revised to indicate that an accessible path meeting ADA standard to the dog park and indicate a minimum of one (1) watering station and one (1) trash receptable will be provided within the dog park.

Sheet C005 indicates a roadway width of width of 13' north of the office. This appears to be in error. The width at this location appears to be 33'. Please revise accordingly.

Article VIII, *Intent and Purpose of Zoning Districts*, within Section 8.8 requires at least three (3) land uses based on the following percentage requirements, as measured based on net acreage:

Residential uses or recreational vehicle parks: 40% - 80%

Commercial uses: 10% - 50%

Institutional uses: 5% - 10%

Sheet C001 has been revised to indicate the percentages of each land use as follows:

Commercial – 3.0 acres (10%)

Institutional – 1.8 acres (6%)

RVs – 23.4 acres (77%)

DRA & Maintenance Areas – 2.1 acres (7%)

The proposed development meets the intent of Policy 1.6(A) and Article VIII, Intent and Purpose of Zoning Districts, within Section 8.8, Planned unit development (PUD).

Section 8.8(c) states "Setbacks along the perimeter of the PUD shall be no less than the corresponding minimum setback requirement in the code applicable to each adjoining

property line. In the event that a perimeter property line adjoins multiple properties with multiple setback requirements, the minimum required setback shall be met for each adjoining zoning district along that property line. There shall be an additional one foot of setback from the perimeter of the PUD for each additional two feet of building height allowed as compared to the adjoining zoning along the perimeter property line”.

The adjacent properties to the north and west are zoned A-1 and per Section 6.2 the minimum setback in the A-1 category is twenty-five feet (25). Sheet C001 indicates a front setback of 40’ along Highway 40 (north); a rear setback of 25’ (south), and side setbacks of 10’ (east and west). Based on Section 6.2 the side setbacks should be 25’. Please revise Sheet C001 to reflect a side setback of 25’.

Compatibility, frontage and perimeter buffers required by article X shall be applied along the boundaries of the PUD and shall not apply to lots that are internal to the PUD. The PUD shall provide parking and drainage buffers on all lots where applicable.

According to Article X, *Landscaping*, Section 10.8.4, *Compatibility buffers*, states:

PUD compatibility buffer requirements will vary depending on the types of land uses proposed in the PUD and their location and scale in relation to the abutting properties. In general, PUD buffers shall achieve comparable buffering for abutting properties as indicated in the chart for other zoning relationships. For example, if a PUD proposes uses at a scale and intensity comparable to a B-4 zoning district, and the abutting property is zoned R-5, then the compatibility buffer shall be at least a "B" type buffer as required for the compatibility buffer between the B-4 zoning district and the R-5 zoning district.

The PUD proposes an RV park which is a similar use of the MH district. The compatibility chart indicates that a minimum Type “B” buffer would be required adjacent to those lands zoned Agriculture and Public. The adjacent lands are zoned A-1 and PUD; however, the PUD is developed as a church. Section 10.8.2(2) indicates that a class B buffer shall consist of a 12’ wide landscape strip with a buffer wall. Chain link fences with screening material shall not be utilized. The buffer shall contain at least two canopy trees and three understory trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 60 percent of the required buffer.

Sheet C004 is proposing a 15’ wide Class C buffer which does not require the installation of a wall; the proposed 15’ Class “C” buffer landscape buffer is to consist of 2 canopy trees and 3 understory trees per 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 35 percent of the required buffer area.

Section 10.8.7 indicates that a frontage buffer of Class “A” based on the similar use of MH. Class A buffer is 25’ with 3 canopy trees, 5 understory trees, shrubs and groundcover, excluding turfgrass shall comprise at least 50% of the required buffer area. The applicant is proposing a 30’ Class “A” buffer which exceeds the minimum width requirements.

Recommendation

Please revise Sheet C001 to reflect a side setback of 25 feet and revise Sheet C005 to correct the roadway dimension as outlined above.

City of Dunnellon
Agenda Summary Form

Meeting Date: January 3, 2024

1. Responsible Department: Police Department
2. Presenter: Chief Scaglione
3. Recommended Action: Update Alarm/Security System

Subject: Current system is crashing

Request for Approval Summary Explanation & Background:

ADT is the current alarm/video security system for the police department. ADT has come out to service current equipment. They advised current system cannot be fixed as cameras go down. There is no tracking of who or when system is activated or deactivated. Their technicians do not know how to download video off system. Current cameras are going out and not turning off night vision even during daylight.

We have requested an examination of the system and a quote from Verkada Security Systems.

Quotes will be provided from each vendor, ADT and Verkada.

Procurement Method: Quotes

Fiscal Information: To be determined.

Attorney Review: n/a

City of Dunnellon
Agenda Summary Form

Meeting Date: January 3, 2024

1. Responsible Department: Police Department
2. Presenter: Chief Scaglione
3. Recommended Action: Amend the City's Personnel Manual Classification Plan to change the title of Lieutenant to Captain

Subject: Changing title of Lieutenant to Captain

Request for Approval Summary Explanation & Background:

The second in command for the Police Department is equal to an under-sheriff or deputy chief with other agencies. A lieutenant's position for those agencies is equal to a patrol officer supervisor. A captain's position for those agencies is an administrative supervisor. When Lt. Bray has attempted to get assistance from other agencies, they view him as a road supervisor and not as the true deputy chief for our agency. Changing his title will assist with obtaining cooperation from upper administration within other agencies.

This is a title change only. This is not a paygrade change or job description change.

Procurement Method: n/a

Fiscal Information: n/a

Attorney Review: n/a

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**AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA,
UPDATING REQUIREMENTS PERTAINING TO PARKING
AGREEMENTS AND EXEMPTIONS IN ORDER TO CORRECT 2018
CODIFICATION ERRORS; PROVIDING FOR CONFLICTS,
SEVERABILITY, CODIFICATION, AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, in 2018 the City Council of the City of Dunnellon updated the City’s Land Development Code; and

WHEREAS, City staff has identified codification errors; and

WHEREAS, the purpose of this ordinance is to update certain sections of the LUDC to correct codification and other errors regarding parking agreement requirements and specific exemptions.

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Dunnellon City Code, ~~strikethrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

SECTION 1. The above recitals (Whereas clauses) are hereby adopted as legislative findings, purpose and intent of the City Council.

SECTION 2. “Appendix A – Zoning, Article V – Off-Street Parking and Loading” of the City of Dunnellon Code of Ordinances is hereby amended as follows:

ARTICLE V – OFF-STREET PARKING AND LOADING

Section 5.2 - Location, character and size.

- (a) The off-street parking facilities required by this article shall be located on the same lot or parcel of land they are intended to serve, except that an applicant may provide parking within 300 feet of the lot to be served, provided ~~that the applicant executes a binding parking agreement with the owner of the parcel where the offsite parking will be located. The parking agreement~~ If the owner of the parcel where the offsite parking will be located is not the City, then the parking agreement must demonstrate:

- (1) The offsite parking will achieve site design advantages, such as preservation of additional trees or site features at the development site;
- (2) The offsite parking is not located within a residential district;
- (3) The offsite parking is not otherwise required for another use or development in order to comply with minimum parking code requirements and is not otherwise assigned or dedicated to another use or development through any private agreements;
- (4) A ~~site plan or~~ building permit application will be filed to construct any new offsite parking or modify an existing offsite parking design and such parking design shall comply with all applicable code requirements;
- (5) Adequate signage is provided to confirm that the offsite parking is available for the proposed development;
- (6) The offsite parking will remain available to the proposed development until such time as the parking agreement is terminated, which may occur when the proposed development is removed or alternative parking is provided to comply with parking code requirements;
- (7) The parking agreement will apply to successors and assigns of the owner of the proposed development to be served by the offsite parking and the owner of the parcel where the offsite parking will be provided.

~~The~~ Unless the owner of the parcel where the offsite parking will be located is the City, the parking agreement shall be recorded in the public records of the county as a covenant binding on the owner of the parcel to be served by the offsite parking and the owner of the parcel where the offsite parking will be provided, and said covenant shall state that it may be enforced by the city and shall not be terminated or amended without consent from city council.

Section 5.9 - Exemptions.

The requirements set out in article V for off-street parking and loading shall not be applicable as ~~it they relates~~ relate to structures, buildings and land uses approved or lawfully established prior to June 9, 1997 and which front upon Williams Street between the bridge at the Withlacoochee River to the south and McKinney Avenue to the north. A proposed change to a qualifying exempt structure, building or land use (including intensification of such land use) as referenced in the preceding sentence which increases the demand for parking spaces or loading spaces as calculated based on section 5.3 and section 5.8, respectively, shall require compliance with section 5.3 and section 5.8 for just the proposed change. This section shall control within the exemption area to the extent that it conflicts with article IV.

SECTION 3. CONFLICTS. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 5. CODIFICATION. The provisions of this Ordinance shall be codified and made a part of the City of Dunnellon Code of Ordinances. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the ___ day of _____ 2023.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the ___ day of _____ 2024.

Ordinance Posted on the City’s website on _____, 2023. Public hearing advertised on the City’s website on _____, 2023 and advertised in the Riverland News on _____, 2023.

ATTEST:

CITY OF DUNNELLON

Amanda L. Odom, CMC
City Clerk

Mayor

Approved as to Form:

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City’s official website on _____, 2023.

ORDINANCE NO. ORD2024-03

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA AMENDING THE CITY OF DUNNELLON CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR THE CREATION OF A NEW CHAPTER ENTITLED SPECIAL EVENTS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Special Events are an integral part of tourism, economic development, and a sense of community in the City of Dunnellon; and

WHEREAS, the City has determined that a legitimate public purpose will be advanced through the creation of a new Chapter entitled Special Events in the City of Dunnellon Code of Ordinances; and

WHEREAS, the City of Dunnellon has an ongoing history and commitment to cultural and Special Event activities, which encourages volunteerism, promotes commerce and tourism, and fosters economic benefits in Marion County; and

WHEREAS, in order to promote success, manage impacts, and protect the public health, safety, and welfare at Special Events held in Dunnellon, the City has determined that it is necessary and prudent to create a new Chapter, of the City of Dunnellon Code of Ordinances, entitled Special Events.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT

The City of Dunnellon City Council has complied with all requirements and procedures of the Florida Law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS

The City Clerk is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Clerk may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 3. CREATING NEW CHAPTER ENTITLED SPECIAL EVENTS.

A new Chapter of the City of Dunnellon Code of Ordinances, entitled Special Events is hereby created and shall include the following:

Note: Underlined words constitute additions.

A. **Purpose.** Special Events are an integral part of tourism, economic development, and a sense of community in the City of Dunnellon. As such, it is the purpose of these regulations to promote success, manage impacts, and protect the public health, safety, and welfare at Special Events held in Dunnellon.

B. **Exemptions.** The provisions of this Chapter shall not apply to the following:

- (1) City Events;
- (2) Funeral processions and services;
- (3) Events conducted entirely on private property that do not meet the definition of "special event";
- (4) Sports activities occurring at sports facilities located on City property.

Nothing in this Chapter shall limit the City's ability to enter into any agreement on such terms and conditions as the City determines to be favorable for the use of City property.

C. **Definitions.** The following words, terms, and phrases, when used in this Chapter, shall have the stated meanings, except where the context clearly indicates a different meaning:

Applicant means any person or organization that seeks a permit from the City to conduct a Special Event governed by this Chapter.

Right-of-way is land which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for traveling purposes, including all roads, streets, alleys, sidewalks, trails, paths, utilities, drainage ways, shoulders, and the publicly controlled land immediately abutting and appurtenant to the traveled and drainage ways.

Special Event means an organized, temporary activity or series of temporary activities held outdoors on public property, and open to the public by advertisement or invitation, with or without charge. Any reference to "special event" in the Code other than in this Chapter shall mean "Special Event" as defined herein.

Special Events Team means representatives from Fire, Police, Risk Management, Public Works, Parks, and other relevant departments designated by the City Clerk to administer the provisions of this Chapter.

D. **Special Event Criteria.**

- (1) All Special Events must be planned and conducted in accordance with the following objectives:
 - (a) The Special Event provides a unique and organized civic, cultural, educational,

- entertainment, or recreational activity or experience.
 - (b) The size, attendance, and nature of the Special Event are suitable for the proposed location and duration.
 - (c) Both vehicle and pedestrian traffic associated with the Special Event must be managed to accommodate expected attendance.
 - (d) A parking plan should be provided to accommodate Special Event staff, participants, and spectators.
 - (e) Adequate security, emergency medical services, and fire protection services, as determined by the Chief of Police and Fire Chief, must be provided to protect the safety of Special Event staff, participants, spectators, and the public.
 - (f) All temporary structures are safe as determined by the Fire Department.
 - (g) Restroom facilities must be provided to accommodate expected Special Event attendance.
 - (h) Trash must be managed and removed in a timely manner after the Special Event, and the site must be returned to the same or better condition than before the Special Event.
 - (i) Noise must be managed to minimize the impact on neighboring residences and businesses.
 - (j) Economic and other impacts to City residences and businesses must be adequately considered so that the net aggregate impact of the Special Event on the area is positive.
- (2) The Applicant shall demonstrate the ability to successfully carry out the proposed Special Event, including, if applicable, a past record of successful Special Event performances.
- (3) The Applicant shall ensure that the Special Event is conducted in compliance with all applicable laws, ordinances, and City policies, regulations, and procedures.
- (4) The Applicant shall obtain any and all additional permits required to conduct the Special Event or related activities as deemed necessary by the City.
- E. **Special Event Permits.** All Special Events held in the City of Dunnellon will require a Special Event permit.
- F. **Application Procedures and Requirements.**
 - (1) An Applicant shall complete a Special Event permit application in the form prescribed by the City.
 - (2) If the Special Events Team determines that an applicant otherwise meets the criteria for a Special Event permit, but additional information is needed, the Applicant shall submit such additional information in the form requested by the City before a permit decision is made.
 - (3) Each Special Event permit application shall be filed at least 120 days in advance of the event date in order to provide adequate notice for organizing City services.

Applications that are not submitted in a timely manner may be denied unless the Applicant demonstrates to the City Clerk that compliance within the deadline was impractical or impossible, or the Clerk determines that the delayed application will not impair the City's ability to accomplish the purposes of this Chapter.

- (4) If a Special Event involves multiple governmental jurisdictions, the Applicant is required to obtain all applicable written authorizations from other jurisdictions related to the Special Event.

G. Application Processing

- (1) The Special Events Team shall make decisions on completed applications only. They shall determine whether to impose permit conditions and whether the Applicant has demonstrated that the applicable requirements are satisfied.
- (2) *Withdrawal.* An Applicant may withdraw the application prior to the issuance of an approval or denial. The City may consider an application withdrawn if the Applicant fails to provide requested information or explanation of why the information cannot be provided within 15 calendar days of the request. The Applicant shall pay to the City all actual costs incurred by the City as a result of the withdrawal.
- (3) *Cancellation.* An Applicant shall notify the Community Development Department immediately once the Applicant knows that a permitted Special Event will not occur. The Applicant shall pay to the City all actual costs incurred by the City as a result of the cancellation.
- (4) *Misrepresentations.* If the Applicant makes an intentional misrepresentation on an application, such as a significant understatement of the anticipated number of participants, the Applicant shall pay to the City all actual costs incurred by the City as a result of the misrepresentation. This provision does not apply to crowd size when adversely impacted by weather or disaster.

H. Fees, Charges, and Expenses.

- (1) *Fees.* A nonrefundable application fee set forth in the fee schedule, which is adopted by the City from time to time by Resolution, shall accompany a permit application. Prior to issuance of the Special Event permit, the Applicant shall pay all other applicable non-refundable fees as determined by the City, as set forth in the fee schedule, which is adopted by the City from time to time by Resolution.
- (2) *City Support Services.* City support services shall be provided for Special Events as determined by the City to protect the health and safety and welfare of the public, and the costs of such services shall be paid by the Applicant.
- (3) *Police, Fire, Emergency Medical Services, Traffic and Crowd Control.* Police, fire protection, emergency medical services, and traffic and crowd control, to the

extent determined necessary by the City, shall be provided at Applicant's expense.

- (4) The Applicant shall pay to the City all actual costs incurred by the City, as supported by invoice.

I. Insurance. The Applicant of a Special Event being conducted on City property must provide certificates of insurance naming the City of Dunnellon as an additional insured for all insurance coverage required by the City at the sole discretion of the City. All such required insurance shall be issued by an insurance company authorized to do business in the State of Florida with a rating specified by the City.

J. Indemnification. The Applicant of a Special Event being conducted on City property must agree to indemnify, defend and hold the City harmless from and against any and all claims, suits, causes of action, damages, losses and expenses incurred by the City, which are caused by the acts and/or omissions of the Applicant, or any of its employees, agents, subcontractors, representatives, volunteers, invitees, or the like. Said indemnification, defense, and hold harmless shall not be limited by any required insurance coverage amounts.

K. Decision on Special Event Application.

- (1) Special Conditions. The Special Events Team may approve an application subject to special permit conditions and may also determine the means necessary for complying with such conditions in order to ensure that the Special Event objectives set forth herein are met. If Special Conditions are imposed, the City shall notify the Applicant in writing of the required conditions.

- (2) Denial. If a Special Event application is denied, the City shall notify the Applicant in writing of the action, including:

- (a) The grounds for denial.
- (b) An explanation of the Applicant's right to appeal the action.
- (c) An explanation of the right to resubmit the application, the total amount of fees to be assessed if the application is resubmitted and the calculation of such fees.

L. Permit Revocation.

- (1) A permit may be revoked by the Chief of Police for any of the following reasons:

- (a) Failure to conduct the Special Event as presented on the application.
- (b) Failure to comply with terms and conditions of the permit.
- (c) Failure to adequately pay the billed fees by the City in a timely manner.
- (d) The Special Event poses a threat to public health, safety, or welfare.
- (e) State of emergency declared by the City or another governmental entity.

- (2) If a Special Event permit is revoked, the City shall notify the Applicant in writing of the action, including:

- (a) Grounds for revocation.
- (b) Explanation of the right to appeal the permit revocation except in the event of a declared state of emergency.

M. Appeal of Denial, Special Condition or Revocation.

- (1) If a Special Event permit has been denied or revoked, or Special Conditions imposed, by the City, an Applicant may appeal the denial, revocation or Special Conditions to City Council as follows:
 - (a) The appeal must be filed with the Community Development Department within 10 calendar days from the date of the initial decision.
 - (b) The appeal shall include the specific reasons for the appeal and any supporting documentation.
- (2) City Council shall make a decision on the appeal within 21 calendar days of receiving the appeal.
- (3) After considering the appeal, City Council may uphold, reverse or modify a permitting-related decision. The decision of City Council is final.

N. Termination of Special Event. The Chief of Police or designee may terminate a Special Event and disperse participants and spectators as deemed necessary due to breach of peace or any violation of law.

O. Unauthorized acts. It shall be unlawful for any person to:

- (1) Hold a Special Event that requires a permit under this Chapter without obtaining the approved permit.
- (2) Fail to conduct the Special Event as presented on the application.
- (3) Hold a Special Event that violates the terms and conditions of the Special Event permit.
- (4) Hold a Special Event that violates the law, including, but not limited to, laws relating to traffic regulations, disturbing the peace, public nuisance, unlawful assembly, and/or trespass.

P. Administration and Implementation.

- (1) The City Clerk shall be responsible for administering and implementing this Chapter and may designate City employees as deemed necessary in order to facilitate administration of this Chapter.
- (2) The City Council may develop reasonable policies to implement this Chapter.

Q. Animals at Public Events. Animals shall be permitted at public events, at the discretion of the Applicant. Animals providing a service to a person with a disability as defined by the Americans with Disabilities Act and Florida law (Service Animals) may not be excluded from any Public Event. The following shall apply to all Animals (including Service Animals) attending Public Events:

- (1) Animals must be leashed at all times, except for Service Animals if the disability of the owner/handler does not allow for the Animal to provide effective assistance when leashed.
- (2) Animals must be trained so that, absent illness, the Animal controls its waste elimination.
- (3) Animals must be maintained in compliance with the City's animal control and public health ordinances.
- (4) The owner/handler of an Animal will be responsible for any injury, damage, or destruction caused by the Animal.
- (5) An Animal may be excluded from a public event if the Animal's behavior poses a direct threat to the health, safety, or welfare of others.
- (6) Providing false information about or misrepresenting the status of a Service Animal is punishable as a second-degree misdemeanor under Florida law.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. The newly created Chapter of this Ordinance entitled Special Events, as set forth in Section 4 hereof, shall be codified in the City of Dunnellon Code of Ordinances. The sections, divisions, and provisions of this newly created Chapter may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Dunnellon Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Council, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the ___ day of _____, 2024.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the ___ day of _____, 2024.

Ordinance Posted on the City's website on _____, 2024. Public hearing advertised on the City's website on _____, 2024 and advertised in the Riverland News on _____, 2024.

ATTEST:

CITY OF DUNNELLON

Amanda L. Odom, CMC
City Clerk

Mayor

Approved as to Form:

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this ____ day of _____ 2024.

Amanda L. Odom, CMC
City Clerk

RESOLUTION #RES2024-01

A RESOLUTION OF THE CITY OF DUNNELLON ADOPTING A POLICY REQUIRING THE USE OF A PROJECT WORKSHEET FOR ALL PROJECTS INITIATED BY STAFF AND/OR CITY COUNCIL.

WHEREAS, the Dunnellon City Council has determined that all costs associated with projects initiated by staff and/or City Council must be clearly defined prior to project approval; and

WHEREAS, the City Council finds it necessary to define project objectives, the scope of projects and establish project schedules; and

WHEREAS, the City Council finds it fiscally necessary to identify required personnel, equipment, materials and permits as they pertain to projects; and

WHEREAS, the City Council finds it necessary and prudent to adopt a policy requiring the use of a project worksheet to meet these needs; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dunnellon that:

Section 1: Policy. The City of Dunnellon adopts a policy requiring the use of a project worksheet, as may be amended from time to time, attached hereto as “Exhibit A” to determine all costs for projects prior to project approval.

Section 2: Severability. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

Section 3: Effective Date. This Resolution shall become effective immediately upon passage.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Council of the City of Dunnellon this 10th day of January 2024.

ATTEST:

CITY OF DUNNELLON, FLORIDA

Amanda L. Odom, CMC
City Clerk

Mayor

Approved as to form and legality:

Andrew J. Hand, City Attorney



CITY OF DUNNELLO PROJECT WORKSHEET

DEPARTMENT:

PROJECT NAME:

1.0 PROJECT OBJECTIVES

- 1.1 _____
- 1.2 _____
- 1.3 _____

2.0 Budget

Total estimated project cost (See Attachment-A for details)

- 2.1 _____

Funding Source

- 2.2 _____

Amount in the budget for the project

- 2.3 _____

3.0 SCOPE OF PROJECT

Major activities beginning with presentation of project for approval, prerequisites prior to implementation (permits, engineering, order parts, utility locates, etc.), implementation and close out of project

- 3.1 _____
- 3.2 _____
- 3.3 _____
- 3.4 _____
- 3.5 _____

4.0 SCHEDULE

Describe the schedule durations for the overall project and major activities

- 4.1 _____
- 4.2 _____
- 4.3 _____
- 4.4 _____
- 4.5 _____

5.0 REQUIRED PERSONNEL

City Departments, Name and Position

- 5.1 _____
- _____
- _____
- _____

County Departments, Name and Position

- 5.2 _____
- _____



CITY OF DUNNELLO PROJECT WORKSHEET
DEPARTMENT:
PROJECT NAME:

State Departments, Name and Position

5.3 _____

Contractors and/or Vendors

5.4 _____

Other/Volunteer Groups

5.5 _____

6.0 EQUIPMENT/MATERIAL

City owned equipment required

6.1 _____

Specialized equipment required

6.2 _____

City provided material required

6.3 _____

Contractor/Vendor material required

6.4 _____

7.0 PERMITS

City Permits - Responsible Department

7.1 _____

County Permits - Responsible Department

7.2 _____

State Permits - Responsible Department

7.3 _____

Utility Permits - Responsible Department

7.4 _____



CITY OF DUNNELLOH PROJECT WORKSHEET ATTACHMENT-A

DEPARTMENT:

PROJECT NAME:

1.0 City Cost

- 1.1 City Clerks office personnel
- 1.2 Public Works personnel
- 1.3 Police personnel
- 1.4 Material
- 1.5 Permits
- 1.6

Total City Cost

2.0 Contractor Cost

- 2.1 Engineering
- 2.2 Permits
- 2.3 Material
- 2.4 Construction
- 2.5 Permits
- 2.6

Total Contractor Cost

3.0 Total Project Cost

- 3.1 Capital
- 3.2 Expense (Non-Capital)
- 3.3 **Total Cost**

RESOLUTION #RES2024-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNNELLON ADOPTING AMENDMENTS AND CHANGES TO ARTICLE III, SECTION 2 – ‘EDUCATION FUND POLICY’ OF THE CITY’S PERSONNEL MANUAL; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the attached amendments and changes to the City’s Personnel Manual shown in “Exhibit A” of this resolution have been studied and reviewed by the City Council; and

WHEREAS, the City Council finds that adoption of these amendments and changes are in the best interest of the City of Dunnellon.

NOTE: Underlined words of Schedule “A” of this Resolution constitute new text of the Personnel Manual. Words ~~stricken~~ are deletions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA AS FOLLOWS:

1. City of Dunnellon Personnel Manual, Article III, Section 2, Items #3, #6 and #14 is attached as “Exhibit A” and incorporated herein by reference, shall be amended as indicated.
2. If any portion of this Resolution is declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.
3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.
4. This Resolution shall become effective on the 10th day of January 2024.

ATTEST:

CITY OF DUNNELLON, FLORIDA

Amanda L. Odom, CMC
CITY CLERK

Mayor

Approved as to form and legality:

Andrew J. Hand, City Attorney

EXHIBIT "A"

RESOLUTION #RES2024-02

PERSONNEL MANUAL AMENDMENTS

Article III Section 2 - Education Fund Policy

Section 2, Item #3, Item #6 and Item #14

3. Reimbursement will be made for tuition and required course expenses only. (This does not include books, items for personal use, application or graduation fees, parking stickers, travel, typing, or other such related costs.) ~~Mileage reimbursement for required in-person class attendance shall be paid at the IRS established rate, not to exceed \$1,000 per fiscal year. Employees will not be allowed to use a city vehicle for the purpose of attending required in-person classes under this policy.~~
6. If an employee terminates with the city at any time during the time a course or program is being taken, he/she will not be reimbursed for the cost or program. ~~including mileage reimbursement.~~
14. If an employee is reimbursed for tuition and resigns from the city within ~~one~~ two years, the employee shall reimburse the city in total. Monies due to the city will be withheld from the employee's final check, in accordance with applicable IRS regulations.



PROCLAMATION #PRO2024-01
2023 DUNNELLON TIGERS POP WARNER 10U
NATIONAL CHAMPIONS

WHEREAS, founded in 1929, Pop Warner is the largest football, cheer and dance program in the world, consisting of approximately 325,000 young people ranging in age from five to sixteen years old, and is the only national youth sports organization that requires scholastic aptitude to participate; and

WHEREAS, the mission of the Dunnellon Youth Athletics Pop Warner Tigers Organization is to enable young people to benefit from participation in team sports and activities in a safe and structured environment, teaching fundamental values, skills and knowledge that young people will use throughout their lives, while also emphasizing the importance of academic success; and

WHEREAS, under the leadership of **Football Commissioner Ramon Tappan** and **Head Coach Eric Cox**, and staff including **Jeremy Crouch, Tony Leone, Austin O'Bier, Lonnie Townsend, Raymond Prescott, Aaron Kramer, and Regas Woods** the **Tigers 10U** football team played their hearts out this season with an astounding record of 17-0 with a season record of Tigers scoring 535 points against their opponents and only allowed 60 points on the board against the Tigers which is averaging 3.5 points a game. They secured back-to-back Central Florida Conference Championships, advancing to Southeast Regional Playoffs; and winning the **National Championship 10U Division 2 Title**.

WHEREAS, on December 2, 2023 they advanced from the quarter finals against the Reno Miners from Reno, Nevada and then on December 5, 2023 they eliminated the Capital City Steelers from Raleigh, North Carolina and then on December 8, 2023 at Camping World Stadium in Orlando, Florida, the Tigers 10U football team celebrated a victory over the Northeast Bulldogs from Rochester, New York, earning the distinction of **66th Pop Warner National Champions**, bringing the **Division II Crown** home to Dunnellon.

WHEREAS, these young men's accomplishments were hard earned and most deserved. They practiced rigorously three days a week for a solid eighteen weeks with heart, talent, and determination to succeed, and their efforts are truly commendable; and the investment of time and talent from our local Dunnellon Alumni athletes, as their coaching staff, was a fine example of giving back to our community.

WHEREAS, the Dunnellon City Council would like to sincerely thank each of the players for their unwavering discipline, devotion, and determination; and the coaches for their faithful leadership in this community. You have our genuine reverence and most heartfelt congratulations.

NOW, THEREFORE, be it proclaimed that the Dunnellon City Council recognizes the week of December 2 – 8, 2024 as **Dunnellon Pop Warner Tigers 10U Week** and encourages the entire community to show their encouragement, support, and appreciation to this football team for bringing pride, respect and an honorable piece of fame to our community.

PASSED and PROCLAIMED this 10th day of January 2024.

CITY OF DUNNELLON

Mayor

ATTEST: _____
Amanda L. Odom, CMC, City Clerk