

Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
City Council Meeting
December 10, 2025, 5:00 PM

Dunnellon City Council meeting will be held on December 10, 2025, 5:00 pm.

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

Public input on non-agenda items will be heard at the beginning of the meeting. A three (3) minute time limit will be strictly administered.

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence

(suggested time limit: 1 minute 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 invitees/citizens volunteer.)

Roll Call

Proof of Publication - The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, December 3, 2025. The agenda was amended on Tuesday, December 9th to add minutes to backup.

Council's Comments Regarding Agenda

Public Comment on non-agenda items - 3 minute time limit

Consent Agenda

Accept public comment on consent agenda items prior to making a motion.

(Note: Motion to approve items on the consent agenda is a motion to approve the recommended actions.)

Approval of Minutes

Documents:

September 10 2025 Meeting.pdf
September 24 2025 Special Joint Meeting.pdf
October 6 2025 Workshop.pdf

Approval of Proclamation #PRO2025-03, Gloria Williams Centenarian

Documents:

Proclamation PRO2025-03 Centenarian Gloria Williams.pdf

Regular Agenda

1. **Marion County Sheriff's Office Report**
2. **Discussion - Dunnellon Christmas Parade cost split with Dunnellon Chamber & Business Association**

Public Hearing Statement

All persons wishing to address the City council will be asked to limit their comments to the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the council members or staff in order to foster mutual respect between council members and the public.

Members of the public in attendance at public forums should listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

Members of the public addressing City council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Members of the public should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

3. Public Hearing

- 3.a Public Hearing Ordinance #ORD2025-12, Parking Regulations (published on the City's Website 11/24/2025 and in the Riverland News on 11/28/2025)

- 3.b Final Reading Ordinance #ORD2025-12, Parking Regulations

Proposed Motion: I move Ordinance #ORD2025-12 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-12 be approved.

Documents:

Ordinance ORD2025-12 Parking Regulations_Final.pdf
Ordinance ORD2025-12 Business Impact Statement.pdf

4. Regular Agenda Item

4.a Fencing for Rainbow River Bridge

Accept Public Comment

Proposed Motion: Authorize the Public Works Manager to proceed with the quote from _____ in the amount of _____ to place an 8' high fence on the west end of the CR 484 bridge and on both the North and South side along the Rainbow River.

Documents:

[Agenda Summary for Rainbow River CR 484 Bridge Fencing.pdf](#)

5. Agreements

5.a Agreement #AGR2025-23, Deckard Technologies

Accept Public Comment

Proposed Motion: Authorize the Mayor to sign Agreement #AGR2025-23 with Deckard Technologies, Inc. for Short Term Rental Identification and Monitoring Services.

Documents:

[Agenda Summary for Deckard Technologies.pdf](#)

[Agreement AGR2025-23 Deckard Technologies_FINAL.pdf](#)

5.b Agreement #AGR2025-24, Azavar/Localgov, Vacation Rental Registration

Accept Public Comment

Proposed Motion: Authorize the Mayor to sign Agreement #AGR2025-24 with Azavar/Localgov for Vacation Rental Registration.

Documents:

[Agreement AGR2025-24 Azavar Localgov Vacation Rental Registration.pdf](#)

6. Resolutions

6.a Resolution #RES2025-44, Surplus Property Powell Road, Parcel #3350-071-000

Accept Public Comment

Proposed Motion: I move Resolution #RES2025-44 be read by title only.

Proposed Motion: I move Resolution #RES2025-44 be approved.

Documents:

[Resolution RES2025-44 Surplus Powell Road Property.pdf](#)

6.b Resolution #RES2025-45, Surplus Speed Trailer and Miscellaneous Equipment

Accept Public Comment

Proposed Motion: I move Resolution #RES2025-45 be read by title only.

Proposed Motion: I move Resolution #RES2025-45 be approved.

Documents:

Resolution RES2025-45 Surplus Speed Trailer and Miscellaneous Equipment.pdf

6.c Resolution #RES2025-46, CRA Plan Amendments

Accept Public Comment

Proposed Motion: I move Resolution #RES2025-46 be read by title only.

Proposed Motion: I move Resolution #RES2025-46 be approved.

Documents:

Resolution RES2025-46 CRA Plan Amendments.pdf

7. Department Reports

8. Council Liaison Reports and Comments

9. City Attorney Report

Adjourn

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

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.

**City of Dunnellon
City Council Meeting**

Date: September 10, 2025

Time: 5:30 p.m.

Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance

Mayor Green called the meeting to order at approximately 5:36 p.m. and led the Council in the Pledge of Allegiance.

Opening Prayer / Moment of Silence

Mayor Green invited any citizen wishing to volunteer to open with prayer. No one stepped forward and a moment of silence was observed.

Roll Call

Walter Green, Mayor, Seat 1

Vacant, Councilmember, Seat 2

Tim Inskeep, Vice-Mayor, Seat 3

Valerie Hanchar, Councilwoman, Seat 4

Rex Lehmann, Councilman, Seat 5

Staff Present

Mandy Odom, City Clerk

Schonna McLean, Finance Officer

Chad Ward, Public Works Manager

Chief Ron Bray, Police Department

William Ary, Community Development Manager

Michelle Leonard, Assistant City Clerk

Julie Danowski, Records Clerk

Legal Counsel

Abigayl Osborne-Liborio, Shephard, Smith, Kohlmyer & Hand, P.A.

Proof of Publication

The agenda was posted on the City's Website and City Hall bulletin board on Thursday, September 04, 2025. The agenda was amended on September 8th to update item #5c and to add item #7d and minutes to consent agenda backup.

Council Comments Regarding Agenda

There were no Council comments.

Public Comment on non-agenda items

David Koger, 11983 Palmetto Way, stated he submitted a late application for the Council vacancy. He explained he thought Council had planned to leave the seat vacant until the next election. He asked Council for their consideration despite the late submittal.

Consent Agenda

- Approval of Minutes
 - June 02, 2025 Workshop
 - June 11, 2025 Special Budget Workshop
 - June 11, 2025 Meeting
- Approve Proclamation #PRO2025-02, Constitution Week.
- Appoint Geoff Goetz from alternate member to full member of the Planning Commission to fill the unexpired term of Jeanne Dunn from 09/10/25 to 01/11/28.
- Waive Sec. 6-4 of the City Code, possession or consumption on public property or on private property without permission, during the hours of 12:00 p.m. to 11:00 p.m. on October 11, 2025, for the event, Two Rivers Music Festival, restricted to E. Pennsylvania Ave., Bostick St., and Ernie Mills Park.
- Re-establish contingency in the amount of \$40,532 for CRA Road Project Agreement #AGR2025-18 with Pave-Rite, Inc.

Public Comment

There were no public comments.

Councilwoman Hanchar moved the consent agenda be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Regular Agenda

1) Marion County Sheriff's Office Report

Lt. Vowinkel presented the August law enforcement report. She stated the numbers are consistent with last month's numbers, aside from a slight increase in traffic stops and the crime rate being down slightly. She invited Council comments and questions.

Councilwoman Hanchar asked how the new deputies are doing. Lt. Vowinkel replied things are going well and provided a brief overview. Councilman Lehmann asked if they needed anything from the City or Council. Lt. Vowinkel replied everything is going well and they don't have any current needs.

Corporal Koch attended the meeting with Lt. Vowinkel and reported on river activities. He provided the number of vessel stops, including citations and warnings made along the entire Rainbow River.

Mayor Green reported he has not received any complaints from citizens regarding the patrols and asked Lt. Vowinkel to share with Sheriff Woods the Council is very pleased with their activities.

2) Presentation of Proclamation #PRO2025-02, Constitution Week

Mrs. Odom read the following into the record:

“Proclamation #PRO2025-02 Constitution Week

WHEREAS, *The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and*

WHEREAS, *September 17, 2025, marks the two hundred and thirty-eight anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and*

WHEREAS, *It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate it; and*

WHEREAS, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and*

WHEREAS, *The Rainbow River Chapter, National Society of the Daughters of the American Revolution is locally sponsoring Constitution Week.*

NOW, THEREFORE *be it proclaimed the City Council of the City of Dunnellon, Florida does hereby recognize the week of September 17 through 23 as*

“CONSTITUTION WEEK”

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

PASSED AND PROCLAIMED *this 10th day of September 2025.”*

Mayor Green stepped forward and presented the proclamation to the following Rainbow River Chapter of the Daughters of the American Revolution: Mary Stimson, Kathy Massanet, Rosalind Simpson, Peggy Civiletti, Peggy Swingholm, Connie Bornemann, and Elisabeth Strachovsky.

Quasi-Judicial Hearing Statement

Mrs. Odom read the following into the record:

“All witnesses addressing City Council in these Quasi-Judicial hearings will be asked to limit their comments to the specific subject being addressed. Witnesses should disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Witnesses should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

Testimony will be limited to 3 minutes per witness unless the applicant, staff, or affected person requests an extension of time. A request for extension of time will be considered by the Council to assure all parties have a full and fair opportunity to participate without undue repetition and delay.

Public input is valued by the Council. However, in order to foster mutual respect, personal comments should not be directed toward Council members, or staff. Members of the public shall refrain from interrupting the speaker at the podium.

At the conclusion of the hearings, the City Council of the City of Dunnellon will make a decision whether to approve the applicant's request.

All witnesses will be sworn in and will testify under oath, All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by Council.

After each witness testifies, any Councilman may question witness. The owner is entitled to cross-examine each witness after his or her testimony and shall do so by asking questions of the witness, or can rebut the witness's testimony by presenting contrary testimony or documents after a witness testifies."

3. Quasi-Judicial Hearing

3.a) Quasi-Judicial Hearing - Application #PZ20250002 by Turkey Creek Drive, LLC for Variance #VAR2025-02, setback requirements, located at 12474 Turkey Creek Drive, Parcel #3447-013-000.

Mayor Green gavelled down and stated, "It is now 5:52 p.m. and I close the regular Council meeting and open this Quasi-judicial hearing held to discuss Application #PZ20250002 by Turkey Creek Drive, LLC for Variance #VAR2025-02, setback requirements, located at 12474 Turkey Creek Drive, Parcel #3447-013-000. Notifications were sent to the applicant and adjacent property owners on 8/21/2025 and was published on the City's website on 8/27/2025 and in the Riverland News on 8/22/2025."

Mayor Green asked Attorney Osborne-Liborio to swear in the witnesses.

Attorney Osborne-Liborio invited all who wished to present evidence to stand and raise their right hand while she administered the oath.

Attorney Osborne-Liborio asked Councilmember's to disclose any ex-parte communications they may have had in relation to the matter. Each Councilmember stated they had no ex-parte communications to disclose.

Staff Report:

Mr. Ary presented a request regarding an oddly shaped parcel in Turkey Creek, noting a 100-foot utility easement running through it, making the lot otherwise unbuildable. He said the applicant requested a three-foot variance on the north property line and a reduction of the rear setback from 40 feet to 12 feet. He explained the property sits at a higher elevation within the RCPA, so the change would not impact the river or neighboring properties. He stated the Planning Commission has reviewed the request and recommended approval. Mr. Ary added a site plan was provided, showing the proposed small build would follow a similar footprint to the previous structure while seeking relief from setback requirements.

Applicant Presentation:

Colin Rice of Older, Lundy, Koch, & Martino Law Firm, stated his client has received a unanimous recommendation from the Planning Commission and also staff support. He explained he is here to answer any questions the Council may have. There were no Council questions.

Public Comment:

There were no public comments.

Mayor Green gaveled down and stated, *"It is now 5:59 p.m. and I close this quasi-judicial hearing and reopen the September 10th City Council Meeting"*.

3.b) Consideration of Application #PZ20250002 by Turkey Creek Drive, LLC for Variance #VAR2025-02, setback requirements, located at 12474 Turkey Creek Drive, Parcel #3447-013-000

Public Comment

There were no public comments.

Councilman Lehmann moved Variance #VAR2025-02 be approved. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

4. Ordinance

4.a) Public Hearing – Ordinance #ORD2025-02, Indian Cove Rezone

Mayor Green gaveled down and stated, *"It is now 6:03 p.m. and I close the regular meeting and open the Quasi-judicial hearing held to discuss Ordinance #ORD2025-02, Indian Cove Rezone published on the City's website on 08/27/2025 and advertised in the Riverland News on 08/29/2025."*

Attorney Osborne-Liborio invited all who wished to present evidence to stand and raise their right hand while she administered the oath.

Attorney Osborne-Liborio asked Councilmember's to disclose any ex-parte communications they may have had in relation to the matter. Each Councilmember stated they had no ex-parte communications to disclose.

Staff Report

Mr. Ary stated the property is classified as agricultural, which is not consistent with the City's Future Land Use designation of residential. He said this amendment was initiated by the City of Dunnellon to ensure consistency and emphasized the action is unrelated to any builder or neighborhood concerns, which are handled through separate processes. He noted the property owner and his representative are present to address Council questions.

James Hartley, attorney for the applicant, explained the request is a rezoning to bring the property into compliance with the Future Land Use designation. He noted the code does not allow agricultural (A-1) zoning under low-density residential use, so the proposal is to rezone to the least intensive classification available. He stated the 15-acre parcel is intended to be subdivided into three, five-acre lots. He added there is a 150-foot conservation easement around the perimeter of the property, limiting development to 5% of each buildable lot.

Mayor Green invited Council comments and there were none.

Public Comment

There were no public comments.

Mayor Green gaveled down and stated, *"It is now 6:08 p.m. and I close the quasi - judicial public hearing and reopen the September 10th City Council meeting."*

4.b) Final reading Ordinance #ORD2025-02, Indian Cove Rezone.

Councilwoman Hanchar moved Ordinance #ORD2025-02 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-02

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM (A-1) AGRICULTURAL TO (R-1) ONE-FAMILY DWELLING RESIDENTIAL FOR REAL PROPERTY IDENTIFIED ON THE MARION COUNTY TAX ROLLS AS PARCEL NUMBER 34529-002-00 AND COMPRISING +/-15.18 ACRES; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2025-02 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

5. Tentative FY2025-2026 Budget

Mayor Green stated, *"This is a public hearing on the tentative proposed millage rate and tentative budget for the City of Dunnellon for the 2025-2026 budget year. The tentative millage rate for the City of Dunnellon is 4.685, which is 6.88% less than the rolled back rate of 5.0309. The tentative budget proposed is \$3,326,959."*

Mayor Green gaveled down and stated, *"It is now 6:12 p.m. and I open the public hearing for staff to first make a presentation and then to anyone wishing to address the City Council on either the proposed millage rate or 2025-2026 budget."*

Public Hearing Statement

Mrs. Odom read the following into the record:

"All persons wishing to address the City Council will be asked to limit their comments to the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the council members or staff in order to foster mutual respect between council members and the public."

Members of the public in attendance at public forums should listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

Members of the public addressing City council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Members of the public should always err on the side of more public disclosure, not less, in order to provide integrity to the public process."

Staff Presentation:

Mrs. McLean read the following into the record:

"Honorable Mayor and City Council:

Pursuant to Part 1, Section 20 of the City Charter, the proposed budget for Fiscal Year (FY) 2025-2026 is submitted for review and adoption by the City Council.

I have provided the FY 2025-2026 Proposed Budget. This document provides a line-item review of fiscal years 2022-2024 actuals, the current year's budget, current year to date actuals, and the recommended budget for fiscal year 2026. This document is designed to provide the opportunity to make a comparison between FY 2025 and the proposed budget for FY 2026.

Fiscal Year 2025-2026 Budget Highlights

The City has decreased the millage rate from 5.3557 mills to 4.685 mills for the new fiscal year. The 4.685 millage rate is 6.88% less than the rollback rate of 5.0309 mills. The proposed millage rate for the Certification of Taxable Value is 7.0 mills, which was approved during the July 16, 2025, council meeting. The budget is balanced without utilizing reserves to offset operational costs. Budget workshops were held June 11th, July 7th, July 16th, August 4th and September 3rd. Two public hearings with regard to the millage rate and the budget will be held on September 10th and September 24th at 5:30 pm.

General Fund

The FY 2025-2026 proposed General Fund Operating Budget is \$3,326,959 and consists of the following percentages of the total budget: Personnel Expenses 30.8%, Operating Expenses 52.7%, Capital Expenses 11.0%, Debt Service 5.3% and 0.2% of budget will be retained and deposited into restricted operating at September 30, 2026.

Tax Increment Financing District (CRA)

The proposed FY 2025-2026 Tax Increment Financing District (TIFD) budget is \$541,260, a 46.2% decrease over FY 2024-2025. This is primarily due to a decrease in funding from reserves for capital projects. The TIFD Fund operating budget consists of the following percentages of the total budget: Personnel Expenses 18.7%, Operating Expenses 11.0%, Capital Expenses 51.8% and Grants & Aid 18.5%."

Upon request by Councilwoman Hanchar, Mrs. McLean reported the City completed the Financial ERP software conversion saving \$27,259 in annual charges, the SWFWMD Watershed Management Plan remains in progress with \$93,830 carried forward, and planned capital road projects totaling \$268,180. She said a Public Works truck was purchased at a \$12,000 savings, freeing the \$50,000 budgeted for next year. She added the ARPA balance stands at \$8,275 after funding the completed Granada Roadway project.

Mrs. McLean stated there were salary adjustments in Public Works following the elimination of two positions, with duties reassigned to field staff and supplemented by a part-time seasonal worker. She noted other highlights include a projected \$29,000 savings under the law enforcement agreement, completion of the CRA road project for \$304,743, and the upcoming City Hall server replacement for \$25,753. She added an Accountant position was created in her department to provide a more knowledgeable backup to her own position and Community Development has filled its staff vacancies.

Councilwoman Hanchar asked Mr. Ward if the remaining funds from The Granada project are being utilized for something else. Mr. Ward replied they are using the money to combat erosion at City Beach.

Public Comment:

There were no public comments.

Council Discussion:

Councilmembers thanked Mrs. McLean for a job well done.

Mayor Green gaveled down and stated, *"It is now 6:22 p.m. and I close the public hearing held to discuss the proposed millage rate and 2025-2026 budget."*

5.a) Proposed Resolution #RES2025-31, Adopting the Tentative 2025 Tax Millage Rate

Councilwoman Hanchar moved Resolution #RES2025-31 be read into the record. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

*"RESOLUTION #RES2025-31
CITY OF DUNNELLON*

A RESOLUTION TENTATIVELY SETTING THE TAX MILLAGE FOR THE YEAR 2025

WHEREAS, the City Council for the City of Dunnellon met on September 10, 2025, at 5:30 p.m. at City Hall, 20750 River Dr., Dunnellon, FL 34431, to consider the tentative amount of the tax millage to be collected on all real and personal property in the City of Dunnellon, Florida for the year 2025; and

WHEREAS, the City Council has determined the tentative millage on all real and personal properties in the City of Dunnellon shall be set at 4.685 mills which is 6.88% less than the rolled-back rate of 5.0309 mills.

NOW, THEREFORE, be it resolved by the City Council for the City of Dunnellon, Florida that:

The tax millage on all real and personal properties in the City of Dunnellon for the year 2025 is tentatively set at 4.685 mills.

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 10th DAY OF SEPTEMBER 2025."

Councilwoman Hanchar moved Resolution #RES2025-31 setting the tentative 2025 tax millage at 4.685 mills be approved as read. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mayor Green stated, "For the record, the tentative millage rate now adopted by the City Council is 6.88% less than the rolled back rate of 5.0309."

5.b) Proposed Resolution #RES2025-32, Adopting the Tentative FY2025-2026 General Fund budget
Vice-Mayor Inskeep moved Resolution #RES2025-32 be read into the record. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

*"RESOLUTION #RES2025-32
CITY OF DUNNELLON
A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2025-2026*

WHEREAS, the City Council for the City of Dunnellon met on September 10, 2025, at 5:30 p.m. at City Hall, 20750 River Dr., Dunnellon, FL 34431, to consider the adoption of a tentative budget for the fiscal year 2025-2026; and

WHEREAS, the City Council for the City of Dunnellon has determined that the budget will be \$3,326,959.00 for the City of Dunnellon.

NOW, THEREFORE, be it resolved by the City Council for the City of Dunnellon, Florida that:

The budget for the City of Dunnellon has been tentatively set for \$3,326,959.00.

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 10th DAY OF SEPTEMBER 2025."

Vice-Mayor Inskeep moved Resolution #RES2025-32 setting the tentative FY2025-2026 General Fund budget in the amount of \$3,326,959.00 be approved as read. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

5.c) Approval of the Tentative Tax Increment Financing District Budget FY2025-2026

Councilwoman Hanchar moved the tentative FY2025-2026 Tax Increment Financing District Budget in the amount of \$541,260.00 be approved as presented. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom stated the final budget hearing will be held on September 24, 2025, at 5:30 p.m.

6. Ordinances

6.a) First Reading Ordinance #ORD2025-09, Fencing Regulations

Public Comment

There were no public comments.

Councilwoman Hanchar moved Ordinance #ORD2025-09 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-09

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING ARTICLE III, APPENDIX "A," SUBPART B – LAND DEVELOPMENT REGULATIONS OF THE DUNNELLON CODE OF ORDINANCES RELATING TO FENCING; ESTABLISHING GENERAL FENCING PROVISIONS; RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2025-09 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

6.b) First Reading Ordinance #ORD2025-10, Rezone Parcel #3380-0467-00, 20804 W. Pennsylvania Avenue.

Public Comment

There were no public comments.

Mrs. Odom stated she learned this agenda item should have been included under the quasi-judicial hearing portion of the meeting and any discussion held is considered quasi-judicial.

Quasi-Judicial Hearing Statement

Mrs. Odom read the following into the record:

"All witnesses addressing City Council in these Quasi-Judicial hearings will be asked to limit their comments to the specific subject being addressed. Witnesses should disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Witnesses should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

Testimony will be limited to 3 minutes per witness unless the applicant, staff, or affected person requests an extension of time. A request for extension of time will be considered by the Council to assure all parties have a full and fair opportunity to participate without undue repetition and delay.

Public input is valued by the Council. However, in order to foster mutual respect, personal comments should not be directed toward Council members, or staff. Members of the public shall refrain from interrupting the speaker at the podium.

At the conclusion of the hearings, the City Council of the City of Dunnellon will make a decision whether to approve the applicant's request.

All witnesses will be sworn in and will testify under oath, All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by Council.

After each witness testifies, any Councilman may question witness. The owner is entitled to cross-examine each witness after his or her testimony and shall do so by asking questions of the witness, or can rebut the witness's testimony by presenting contrary testimony or documents after a witness testifies."

Mayor Green invited Attorney Osborne-Liborio to swear in those who plan to provide testimony.

Attorney Osborne-Liborio invited all who wished to present evidence to stand and raise their right hand while she administered the oath.

Mr. Ary explained the former Rainbow Springs Art Gallery property was recently sold to Travis Lory. He said the northern portion is zoned B-3 while the southern portion is zoned R-1B, though the Future Land Use Map designates the entire parcel as Business. He announced since the zoning line runs through the middle of the building, the request is to rezone the full property to B-3 for consistency.

Mayor Green called for public comment and there were none.

Councilwoman Hanchar moved Ordinance #ORD2025-10 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-10

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM (R1-B) ONE-FAMILY DWELLING RESIDENTIAL TO (B-3) GENERAL BUSINESS FOR A PORTION OF REAL PROPERTY IDENTIFIED ON THE MARION COUNTY TAX ROLLS AS PARCEL NUMBER 3380-0467-00 AND COMPRISING +/-0.70 ACRES; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE."

Vice-Mayor Inskeep moved Ordinance #ORD2025-10 be approved. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

7. Resolutions

7.a) Resolution #RES2025-25, Personnel Manual Amendment

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2025-25 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNNELLON ADOPTING PERSONNEL MANUAL AMENDMENTS AND CHANGES TO ARTICLE X, SECTION 6.1 PAY AND CLASSIFICATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE."

Vice-Mayor Inskeep moved Resolution #RES2025-25 be approved. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

7.b) Resolution #RES2025-26, Grant Application Procedure

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2025-26 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-26

A RESOLUTION ESTABLISHING A PROCESS FOR OBTAINING GRANTS OVER \$25,000 OR GRANTS THAT REQUIRE A CITY MATCH/FUNDING; ESTABLISHING EMERGENCY PROCEDURES FOR TIME-SENSITIVE GRANTS; AND ESTABLISHING AN EFFECTIVE DATE."

Vice-Mayor Inskeep moved Resolution #RES2025-26 be approved. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

7.c) Resolution #RES2025-30, Council Meeting and Workshop Schedule

Public Comment

There were no public comments.

Vice-Mayor Inskeep moved Resolution #RES2025-30 by read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, SETTING FORTH THE TIME AND PLACE OF ITS MEETINGS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."

Vice-Mayor Inskeep moved Resolution #RES2025-30 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

7.d) Resolution #RES2025-36 Surplus Property, 12014 S. Williams Street, Parcel #3380-0522-01

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2025-36 by read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

“RESOLUTION #RES2025-36

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, DECLARING PROPERTY OWNED BY THE CITY, PROPERTY ID NO. 3380-0522-01 LOCATED AT 12014 S. WILLIAMS STREET AS SURPLUS AND PROVIDING FOR DISPOSAL THEREOF.”

Councilwoman Hanchar moved Resolution #RES2025-36 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom noted for the record the CRA Board had recommended this Resolution for approval.

8. Regular Agenda Items

8.a) Appointment for Vacant City Council Seat #2

Public Comment

There were no public comments.

Councilwoman Hanchar moved Reese Taschenberger be appointed to City Council Seat #2 until the next regular or special election. Vice-Mayor Inskeep seconded the motion.

Mayor Green called for discussion. Councilwoman Hanchar thanked Mr. Koger for applying even though it was after the deadline and Mayor Green echoed the sentiment.

A vote was taken and the motion passed 4-0.

Mrs. Odom administered the Oath of Office to Mr. Taschenberger and invited him to take his seat.

Councilwoman Hanchar expressed her excitement about having a young person on Council. Mayor Green congratulated Mr. Taschenberger and all Councilmembers welcomed him.

9. Department Reports

Mr. Ward read the following into the record:

“Public Works has been extremely busy this summer mowing regularly in the past months. Keeping all city parks, beaches, boat ramps, cemetery, city right of ways, and US 41 edged and trimmed. Removing dead trees & cutting overhanging branches in right of ways. Maintaining all DRA’s and storm drains to stay in compliance with DEP regulations. Repair and maintenance of roads (potholes and grading). All while keeping up with work orders and Code Enforcement. The work is performed utilizing 2 full time service workers, one seasonal worker, and a Public Works Manager. Work is often performed in 100+ degree temperatures.”

Mr. Ward presented the following overview of activities within Public Works.

- **Public Works:** From April through August 2025, Public Works completed 221 work orders in addition to regular mowing and maintenance. Staff also removed 10 dead trees from City rights-of-way, saving approximately \$800–\$1,600 per tree.
- **Cemetery:** Staff marked 30 grave sites and sold 11 lots since April.
- **Code Enforcement:** He handled 45 cases, with 33 brought into compliance. Most were resolved without magistrate action, though several resulted in liens and one property is in foreclosure proceedings.
- **CRA Road Projects:** Granada and Palmetto Way were completed, meeting stormwater grant requirements. Work on Ned Love Avenue, Hale Street, Chestnut Street, Park Avenue, and McKinney Avenue is in progress and expected to finish by month's end. The Fire Department parking lot is complete, with striping scheduled for mid-September.
- **Stormwater:** His team maintains 419 drains, 22 DRAs, and 12 outfalls, which are inspected monthly or after major rainfall.
- **City Beach Stormwater Project:** The remaining ARPA funds were used to address erosion, add fencing for safety, plant new sod, and install drainage areas to stabilize the shoreline.

Mrs. Odom added the ARPA funds do not need to be used until December 2026. Mr. Ward concluded by stating his team works hard to achieve all the work listed, as well as keep up on the summer mowing.

Mr. Ary presented the following overview of activities within Community Development:

- **Permit Activity:** The department experienced a 28% increase in permit activity compared to July, issuing 32 permits during August. Most permits were for electrical, mechanical, and reroof work, with processing times averaging one to seven days.
- **Short-Term Rental Compliance:** 12 registrations completed, 16 applications under review, and \$4,000 in revenue collected. Code Enforcement is addressing unregistered rental properties through compliance letters.
- **Grant Applications:** Two grants submitted totaling \$242,000: \$60,000 through the Community Planning Technical Assistance Grant for Land Development Regulation updates, and \$182,000 through the Resilient Florida Grant for a vulnerability assessment.
- **Active Development Projects:** Updates provided on Turkey Creek variance pending Council review; Waffle House site plan revisions; two projects north of KFC—Take 5 Oil Change and a multi-tenant development with Chase Bank and Mavis Tire. No new updates on the McBride property.
- **Ordinance Updates:** Draft Fence Ordinance revision prepared to address installations on properties without primary structures; will be reviewed by the Planning Commission.

Mr. Ary concluded by outlining upcoming priorities including Planning Commission reviews, grant award monitoring, project facilitation, continued short-term rental compliance, and ongoing Comprehensive Plan updates.

Council asked a few related questions in reference to Vacation Rentals and the possibility of regulating the number of automotive developments. Each question was answered by Mr. Ary to their satisfaction.

Mrs. McLean stated her focus has been primarily on the budget. She said her new accountant is very eager to learn and is picking things up very quickly.

Mrs. Odom informed Councilman Taschenberger she would reach out to him soon to review the Sunshine Law and other important topics he needs to be aware of, but she suggested he get in touch with Ms. Leonard to schedule his orientation.

10. Council Liaison Reports and Comments

Mayor Green stated he would like to attend the legislative delegation on October 1st in Marion County and Council agreed. Mayor Green explained to Councilman Taschenberger what the legislative delegation meeting is about and added it is open to the public.

Vice-Mayor Inskeep inquired about the preferred start time for the September 24th Council meeting. Council agreed the meeting should remain at 5:30 p.m. and Mrs. Odom noted this would allow staff sufficient time to notify the public of the new meeting schedule.

11. City Attorney Report

Attorney Osborne-Liborio stated her office will proceed with the Ordinance to bring on Safeparc and she wanted to bring to Council's attention a coalition which is challenging SB180. She said there are attempts to narrow the scope of the laws.

Councilwoman Hanchar asked when she would need a response from Council if they chose to write a letter. Attorney Osborne-Liborio replied she will need to confer with Attorney Hand.

Adjourn

At 7:18 p.m. Councilwoman Hanchar moved the City Council meeting be adjourned. Councilman Taschenberger seconded the motion. A vote was taken and the motion passed 5-0.

Penned signature of:
Walter L. Green, Mayor

Attest:

Penned signature of:
Amanda Odom, CMC, City Clerk

City of Dunnellon
Special Joint CRA/City Council Meeting

Date: September 24, 2025

Time: 5:30 p.m.

Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance

Mayor Green called the meeting to order at approximately 5:33 p.m. and led the Council in the Pledge of Allegiance.

Opening Prayer / Moment of Silence

Mayor Green invited any citizen wishing to volunteer to open with prayer. No one stepped forward and a moment of silence was observed.

Roll Call

Walter Green, Mayor, Seat 1

Reese Taschenberger, Councilman, Seat 2

Tim Inskeep, Vice-Mayor, Seat 3

Valerie Hanchar, Councilwoman, Seat 4

Rex Lehmann, Councilman, Seat 5

Staff Present

Mandy Odom, City Clerk

Schonna McLean, Finance Officer

Chad Ward, Public Works Manager

Chief Ron Bray, Police Department

William Ary, Community Development Manager

Julie Danowski, Records Clerk

Legal Counsel

Andrew Hand, City Attorney, Shephard, Smith, Kohlmyer & Hand, P.A. - Absent

Proof of Publication

The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, September 17, 2025.

Council Comments Regarding Agenda

There were no Council comments.

Public Comment on non-agenda items

There were no public comments.

Public Hearing Statement

Mrs. Odom read the following into the record:

“All persons wishing to address the City Council will be asked to limit their comments to the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the council members or staff in order to foster mutual respect between council members and the public.

Members of the public in attendance at public forums should listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

Members of the public addressing City council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Members of the public should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.”

Regular Agenda

1. Final FY2025-2026 Budget

1.a) Public Hearing on the 2025 Final Millage Rate and Final Budget for the City of Dunnellon for the 2025-2026 budget year.

Mayor Green stated *“This is a public hearing on the final millage rate and final budget for the City of Dunnellon for the 2025-2026 budget year. The final millage rate for the City of Dunnellon is 4.685, which is 6.88% less than the rolled back rate of 5.0309. The final budget proposed is \$3,326,959.”*

Mayor Green gaveled down and stated, *“It is now 5:35 p.m. and I close the regular meeting and open the public hearing for staff to first make a presentation and then to anyone wishing to address the City Council on either the proposed millage rate or 2025-2026 budget.”*

Mayor Green stated, *“I will first call upon the staff to make a presentation as to the millage rate and budget.”*

Staff Presentation

Mrs. McLean submitted the proposed FY 2025–2026 budget for City Council review and adoption. The budget, which allows comparisons with FY 2022–2025 actuals and current year projections, proposes a millage rate of 4.685 mills, a 6.88% reduction from the rollback rate and is balanced without using reserves. The General Fund budget is \$3,326,959, with 30.8% for personnel, 52.7% for operating, 11% for capital, 5.3% for debt service, and 0.2% retained in restricted funds. The CRA/TIFD budget is \$541,260, a 46.2% decrease from FY 2024–2025, with 18.7% for personnel, 11% for operating, 51.8% for capital, and 18.5% for grants and aid.

Key FY 2025–2026 highlights include ERP software conversion savings of \$27,295, completion of planned road projects totaling \$268,180, Public Works salary adjustments, elimination of 1.5 service worker positions, and a remaining ARPA fund balance of \$8,275. FY 2024–2025 accomplishments included road

projects, server replacement, personnel reclassifications, and cost savings from law enforcement and vehicle purchases.

Public Comment

There were no public comments.

Mayor Green called for Council discussion. Councilwoman Hanchar thanked everyone for a job well done and stated she is proud to vote on this budget. Mayor Green complimented Mrs. McLean on a fine job and said he is pleased to offer the City a good budget this year.

Mayor Green gavelled down and stated, *"It is now 5:40 p.m. and I close the public hearing held to discuss the proposed millage rate and 2025-2026 budget and reopen the regular council meeting."*

1.b) Proposed Resolution #RES2025-33, Setting the 2025 Tax Millage Rate

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2025-33 be read into the record. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-33

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE CITY OF DUNNELLON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026.

WHEREAS, the City Council for the City of Dunnellon met on September 10, 2025, at 5:30 p.m. at City Hall, 20750 River Drive, Dunnellon, Florida, 34431, to consider the tentative amount of the tax millage to be collected on all real and personal property in the City of Dunnellon, Florida for the year 2025 in the amount of 4.685 mills; and

WHEREAS, the City Council of the City of Dunnellon, Florida does hereby adopt its final millage rate of 4.685 mills to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the above-named taxing authority; and

WHEREAS, the final levy of 4.685 mills is 6.88% less than the rolled-back rate of 5.0309 mills; and

WHEREAS, the final millage rate of 4.685 is for the calendar year 2025 to fund the expenses for the fiscal year commencing October 1, 2025, and ending September 30, 2026."

Mayor Green called for a motion to adopt Resolution #RES2025-33, setting the final millage rate of 4.685 for fiscal year 2025-2026.

Vice-Mayor Inskeep moved Resolution #RES2025-33 setting the final 2025 tax millage at 4.685 mills be approved as read. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mayor Green stated, *"For the record, the final millage rate now adopted by the City Council is 6.88% less than the rolled back rate of 5.0309."*

Mayor Green stated, *"It is now 5:43 p.m. and I close the special City Council meeting and open the special CRA meeting."*

1.c) Proposed Resolution #RES2025-35, Adopting a Budget for the City of Dunnellon Community Redevelopment Agency for the Fiscal Year 2025-2026

Public Comments

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2025-35 be read into the record. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-35

A RESOLUTION OF THE CITY OF DUNNELLON COMMUNITY REDEVELOPMENT AGENCY; ADOPTING A BUDGET FOR THE CITY OF DUNNELLON COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2025-2026; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dunnellon, Florida adopted Ordinance No. 2000-03 creating the City of Dunnellon Community Redevelopment Agency ("CRA") pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the CRA is a dependent special district under Chapter 189, Florida Statutes, known as the Uniform Special District Accountability Act of 1989 ("Act"); and

WHEREAS, the Act requires all special districts, including dependent special districts such as the CRA, to adopt a budget for each fiscal year by resolution; and

WHEREAS, the City of Dunnellon Community Redevelopment Agency desires to comply with the requirement of the Act and takes this action in order to do so;

Section 1. Recitals. *The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.*

Section 2. Adoption of the Budget. *The Board Members of the City of Dunnellon Community Redevelopment Agency do hereby approve and adopt a budget attached hereto as Exhibit "A" for the CRA for Fiscal Year 2025-2026; beginning October 1, 2025, and ending September 30, 2026.*

Section 3. Repeal of Prior Inconsistent Resolutions. *All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.*

Section 4. Severability. *If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.*

Section 5. Effective Date. *This resolution shall become effective immediately upon adoption by the Board Members of the City of Dunnellon Community Redevelopment Agency.*

ADOPTED at a Regular Meeting of the Board Members of the City of Dunnellon Community Redevelopment Agency this 24th day of September 2025."

Mayor Green asked, *"Is there a motion to adopt Resolution #RES2025-35, adopting the CRA Budget in the amount of \$541,260 for the City of Dunnellon as proposed for the 2025-2026 fiscal year?"*

Councilwoman Hanchar moved Resolution #RES2025-35 adopting the CRA Budget in the amount \$541,260 be approved as read. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mayor Green gavelled down and stated, *"It is now 5:47 p.m. and I close the special CRA meeting and re-open the Special City Council meeting."*

1.d) Proposed Resolution #RES2025-34, Setting the Final FY2025-2026 General Fund Budget

Public Comment

There were no public comments.

Councilman Lehmann moved Resolution #RES2025-34 be read into the record. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-34

A RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF DUNNELLON FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026.

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

The proposed expenditures in the final budget are \$3,326,959. The budget is based upon taxable value of real property of \$254,185,832, personal property of \$34,778,826, centrally assessed property of \$598,593 and anticipated non ad valorem revenues of \$3,485,279.

The final budget is approved and shall become effective at the beginning of the 20252026 fiscal year, and the taxing authority funds may be expended commencing on October 1, 2025, and ending on September 30, 2026.

Funds of the 2025-2026 final budget not expended during the fiscal year 2025-2026 may be used and expended during subsequent fiscal year(s).

DULY ADOPTED BY THE CITY COUNCIL AT THE REGULAR MEETING HELD ON THE 24th DAY OF SEPTEMBER 2025."

Mayor Green asked, "Is there a motion to adopt Resolution #RES2025-34 setting the final General Fund Budget in the amount of \$3,326,959 for the City of Dunnellon as proposed for the 2025-2026 fiscal year?"

Councilwoman Hanchar moved Resolution #RES2025-34 setting the final FY2025-2026 General Fund Budget in the amount of \$3,326,959 be approved as read. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

1.e) Approval of Final Tax Increment Financing District Budget FY2025-2026

Public Comment

There were no public comments.

Councilwoman Hanchar moved the final FY2025-2026 Tax Increment Financing District Budget in the amount of \$541,260.00 be approved as presented. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Adjourn

At 5:51 p.m. Councilwoman Hanchar moved the Special Joint CRA/City Council meeting be adjourned. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 5-0.

Penned signature of:
Walter L. Green, Mayor

Attest:

Penned signature of:
Amanda Odom, CMC, City Clerk

**City of Dunnellon
City Council Workshop**

Date: October 06, 2025

Time: 5:00 p.m.

Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance:

Mayor Green called the meeting to order at approximately 5:01 p.m. and led the Council in the Pledge of Allegiance.

Opening Prayer/Moment of Silence

Mayor Green invited any citizen wishing to volunteer to open with prayer. No one stepped forward and a moment of silence was observed.

Roll Call

Walter Green, Mayor, Seat 1

Reese Taschenberger, Councilman, Seat 2

Tim Inskeep, Vice-Mayor, Seat 3

Valerie Hanchar, Councilwoman, Seat 4

Rex Lehmann, Councilman, Seat 5

Staff Present

Mandy Odom, City Clerk

Schonna McLean, Finance Officer

Chad Ward, Public Works Manager

William Ary, Community Development Manager

Chief Ron Bray, Police Department

Michelle Leonard, Assistant City Clerk

Legal Counsel

Andrew Hand Shepard, Smith, Kohlmyer & Hand, P.A. – Attended Remotely

Proof of Publication

The agenda was posted on the City's website and City Hall bulletin board on Monday, September 29, 2025. The agenda was amended on Thursday, October 2nd to add item #5 and backup to item #6b.

1) Public Comments

There were no public comments.

2) Presentation

2.a) Public Education for MS4 Stormwater Permit Compliance

Mrs. Odom explained the presentation is being conducted in accordance with the City Elements 1 and 2 Standard Operating Procedures, as required by the Florida Department of Environmental Protection, to maintain compliance with the City's MS4 Stormwater Permit. She stated this year's

topic focuses on water conservation and watering restrictions, noting only one percent of the earth's water is usable fresh water, making conservation essential.

She advised the Southwest Florida Water Management District establishes watering restrictions followed by Marion County and the City. She explained current rules, which are effective from mid-March through early November, allow watering for odd-numbered addresses on Wednesday and Saturday, and even-numbered addresses on Thursday and Sunday, with no watering permitted between 10:00 a.m. and 4:00 p.m. daily.

Mrs. Odom added following the restrictions helps reduce water waste, lowers bills, and promotes sustainable landscaping. She encouraged residents to use drought-tolerant plants, repair leaks quickly, and visit WaterMatters.org for more information.

3) Board Reports

There were no board reports.

4) Dunnellon Chamber and Business Association Reports

Paisley Bower, Executive Director, read the following into the record:

"Just to reintroduce myself, my name is Paisley Bower, and I officially started at the Dunnellon Chamber on September 1st, it's been a wonderful and incredibly busy first month. Interim Director, Julie Mancini, has been a huge help and will continue to be, as she will re-join her spot on the Board and continue volunteering and helping with many things, which is vital as I am learning this diverse role. Huge thanks to Julie for her dedication and support. We just wrapped up our first ever DCBA Golf Tournament, It sold out and was a big success. We are going to make this an annual event. We learned a lot and have a few improvements we can implement to make it even better next year!

New & Returning Members since 9/1/25

Black Horse Real Estate

First National Title and Escrow

Episcopal Church of the Advent

Renegade Lawn Services

Sweetie's Café and Tea House

Natureway Insurance

Gulf Coast Manatee Homeschool Group

Park Dyslexia Remediation

Simply IT

Kako Wellness and Healthcare Management

Roberts Funeral Home- Returning

Chamber & Member Events:

Our last dinner mixer, held at Don Pepe's, was attended by 56 people, we acquired one new member at the dinner. Gift baskets/prizes were donated by: Al's TV, Antenna & Satellite, Brannen

Bank, Citrus County Life Magazine, Fish Hawk Spirits, Dunnellon Coffee Co., Julie Mancini Photography, Kelly's Auto Repair & Service, Inc., W S Fishing Sales. We have our next networking dinner mixer at Paige's Root Beer on October 28th at 5:30. Seats are still available. Theme is Root Beer and Real Connections: A Retro Networking Event.

We are currently looking for New Members to join our Board of Directors, we had several people express interest at the last Dinner Mixer. We will be conducting interviews with interested members in the upcoming months.

October 11th, we will host the Two Rivers Music Festival and Food Truck Rally

October 31st, Trunk or Treat at Rainbow Springs Art

November 1st, Grand Opening at Rainbow Springs Art

November 5th, at 5:30 Business After Hours for One Rake at a Time

December 3rd, at 5:30 Business After Hours at Keller Williams Cornerstone Realty

December 6th, we will host the Dunnellon's Small Town Christmas Parade.

We are always looking for volunteers in the office and for our events. We're also looking for event sponsors. We encourage anyone who's interested to please contact us."

Ms. Bower noted the location for the December 3rd Business After Hours event changed to the Boys & Girls Club.

Councilwoman Hanchar asked if she needed any help with the music festival this weekend. Ms. Bower replied there will be a DCBA meeting tomorrow where she will find out more information, but she is sure help in cleaning up after the event will be needed.

5) Regular Agenda Items

5.a) HCSO Piggyback Arrangement

Mrs. Odom explained the Hernando County School District requested permission to piggyback on the City's agreement with M.T. Causley for Building Official services. She stated there is no provision in the City Code or in the agreement granting her authority to approve the request, which is why she is bringing it forward for Council approval. She noted this is a common practice among local governments and recommended Council place it on the consent agenda.

Councilman Lehmann asked if their contract with M.T. Causley would have to be the same as ours and why they didn't choose to piggyback on the Citrus County School Board or the City of Crystal River. Mrs. Odom explained the statutory provisions and said their agreement with M.T. Causley would be identical to ours. She added they likely chose our contract because it had the terms they wanted.

6) Ordinances

6.a) Ordinance #ORD2025-11, Sign Regulations

Mr. Ary explained they verified the proposed monument sign on the Gissy property will now comply with all City Code requirements. He noted this Ordinance allows properties under 25

acres to have a monument sign up to 32 sq. ft., while properties between 25 and 100 acres may have signs up to 75 sq. ft., with a maximum height of 16 feet in both cases. He confirmed Mr. Gissy's 40-acre property and planned sign of just under 75 sq. ft. complies with these standards. Mr. Ary emphasized the Ordinance allows permanent signage on agricultural properties, which previously was not permitted, and would enable Mr. Gissy to proceed with an after-the-fact permit.

Councilwoman Hanchar asked where Mr. Ary obtained the size information and if Mr. Gissy's structures were going to be x-rayed for compliance. Mr. Ary responded the 75 sq. ft. is from our existing code and the requirement of an x-ray will be up to the building inspector. He assured her the City will be obtaining the engineered plans.

Councilman Lehmann asked if there are provisions for future monument signage. Mr. Ary replied to some extent because they must provide details in their permit application, but we cannot affect the content of the sign. Vice-Mayor Inskeep commented the City is using Mr. Gissy's sign as a template for all ranches and farms in the area.

Mrs. Odom stated the Planning Commission will review this on October 14th and Council's first reading will be on October 15th.

6.b) Ordinance #ORD2025-12, Paid Parking Program

Attorney Hand explained this Ordinance updates the City's Code to establish new procedures ensuring due process for parking violations. He stated it is modeled after the City of Tampa's Ordinance and incorporates a formal due process procedure. He said most existing provisions remain unchanged, with several additions, deletions, and clarifications of confusing terms. He noted the fees have been updated while retaining the City's current amounts and the new procedures meet constitutional requirements by allowing challenges before a hearing officer, including cases involving immobilized vehicles. He added the Ordinance is in near-final form.

Councilwoman Hanchar stated the Ordinance says it is against the law to leave car keys in the car. Attorney Hand explained when the City adopted the Ordinance in 1985, some parking violations were incorrectly placed within the definitions section rather than the main body of the Ordinance. He noted the updated version corrects this by moving provisions such as "leaving a vehicle parked with the keys in the ignition" to the appropriate violation section while retaining the restriction.

Councilman Lehmann asked for clarification on several different sections to include signage, hiring of an enforcement officer, and how multi-spot areas would be handled. Mrs. Odom said Chief Bray will fill the role of Parking Enforcement Officer and most of the parking signs are already in place, except for the new QR-code signs. Attorney Hand stated parking violation hearings will continue to go before the Special Magistrate in the same manner currently utilized, and camera-issued citations will go to the registered owner who could then transfer responsibility if applicable. He added vehicles with three or more unpaid violations could be immobilized or towed when found. Vice-Mayor Inskeep said the parking system could be

suspended during emergencies to prevent citations from being issued and Chief Bray noted the trailer parking near Don Pepe's would be enforced by MCSO.

Mayor Green stated everything looks like it is being fine-tuned and confirmed staff is ready for the first reading next week. Attorney Hand suggested Mrs. Odom send the Ordinance to the vendor for review and feedback.

7) Resolutions

7.a) Resolution #RES2025-37, Cybersecurity

Mrs. Odom explained several Florida cities have adopted the National Institute of Standards and Technology (NIST) cybersecurity framework, which was recommended through the Florida Association of City Clerks. She noted Attorney Hand reviewed the framework and confirmed it provides guidelines to help identify cybersecurity threats and develops a policy to ensure compliance. She stated the Resolution would meet the statutory requirement for adopting minimum cybersecurity standards.

Councilwoman Hanchar asked if this was going to cost the City anything and Councilman Lehmann asked if it would require new equipment. Mrs. Odom replied there is no cost and will not require new equipment. She further explained the framework simply provides guidelines for passwords, email safety, and staff reporting. She added a future policy will include employee training and testing, similar to Marion County's program.

Mayor Green praised the development of the policy emphasizing the importance of maintaining compliance. Council agreed to add this topic to the regular agenda.

7.b) Resolution #RES2025-38, Purchase Orders

Mrs. Odom explained Resolution 1996-05 required departments to submit a purchase order for any purchase of \$500 or more, even though there was no statutory requirement. She stated Ordinance #ORD2015-08 establishing purchasing policies supersedes the 1996 Resolution which is being repealed.

Mrs. McLean stated purchase orders are useful for capital items or large projects to track spending, but she doesn't see a need for them on purchases of \$500 or less.

Councilman Lehmann asked about a spending cap. He referred to a Charter referendum and Code amendment which raised the purchasing threshold to \$35,000. Mrs. Odom replied this change does not affect the current process. Council agreed to add this to the agenda.

8) Council Comments

Vice-Mayor Inskeep voiced frustration over issues with the Fire Department parking lot repaving project. He asserted despite extensive planning with staff, a business owner repeatedly moved barricades and posted a private parking sign in a designated public parking area. He clarified the City had not granted exclusive parking rights to anyone and the six adjacent spots remain first-come, first-serve. He emphasized the parking lot now meets City Code and provides the optimal

number of spaces. He criticized the lack of cooperation and suggested the Council consider terminating the parking contract with Ron Kears if problems persist.

Councilwoman Hanchar stated she had addressed citizen concerns about parking space changes and clarified the Fire Department was never told they couldn't park there. She emphasized improving communication with citizens and stressed documenting facts to correct misunderstandings. She noted she would speak directly with the Fire Chief to address the confusion.

Councilman Lehmann thanked Vice-Mayor Inskeep for completing paving around Don Pepe Restaurant, noting positive citizen feedback and appreciation for the clear five-year plan which allows the Council to move forward confidently.

Mayor Green said he plans to review the Fire Department parking and emphasized keeping the Fire Department at its current location is a major benefit to the City. He stressed no business has the right to alter designated public parking. He affirmed the City will resolve the issue.

Councilman Taschenberger asked for clarification regarding the parking issue. Vice-Mayor Inskeep summarized the problem with the smoothie shop owner, asserting he does not own the building nor the lot and the actions he took were inappropriate.

Mayor Green shared he attended the Marion County Legislative Delegation meeting in Ocala, describing it as a long but productive day. He highlighted the opportunity to hear requests from across the County, learn about the efforts of nonprofit organizations, and meet personally with legislators. He said he also enjoyed lunch with the Marion County School Board. He concluded it was a successful experience for the community.

Mr. Ward asked when "Boat Trailer Parking Only" signs should be posted, noting the lots are ready and the Sheriff's Office awaits enforcement direction. Mrs. Odom recommended immediate posting to prevent trailers from taking car spaces. Council agreed the signs should follow the Ordinance, be enforceable immediately, and noted trailer hitch rules could be added later. Council directed staff to proceed with posting the signage.

Vice-Mayor Inskeep explained months ago the City decided to return the medians on US 41 to the State for maintenance. He noted the agreement requires removing trees, which the State did not want, and he mentioned a few dead trees have already been removed. He stated since the grass-cutting season is concluding, Public Works will proceed with removing the remaining trees so the median maintenance can be turned back over to the State.

Councilman Taschenberger announced he would be absent from next week's meeting.

Mayor Green and Vice-Mayor Inskeep discussed significant concerns regarding recent lane adjustments at the CR 484 and US 41 intersection. Mayor Green noted the new configuration reduces maneuvering space, especially for trucks and wide loads, which he fears will create

bottlenecks, negatively impacting traffic flow and nearby businesses. He stressed the previous layout allowed for safer turns and better traffic movement.

Vice-Mayor Inskeep reviewed the plans, agreeing that increased traffic, combined with the more confined intersection, will likely lead to greater congestion. However, he clarified, the current configuration is only temporary for the construction period and will be changing. Both officials expressed frustration with the idea of a permanent, poorly planned reconfiguration which could lead to long-term traffic issues.

To publicly address the problem and ensure proper planning, Mayor Green suggested inviting the project manager to the next Council meeting to explain the plan and provide updates, which Vice-Mayor Inskeep agreed to do.

Mrs. Odom stated she has begun emailing the individual elements of the revised Comprehensive Plan, including all staff notations, to the Councilmembers. She said she is still waiting on the Recreation and Conservation elements from eda, which she expects to have and send out by October 14th.

9) City Attorney Comments

There were no Attorney comments.

10) Public Comment

There were no public comments.

Adjournment

The meeting was adjourned at approximately 6:25 p.m.

Penning signature of:

Walter L. Green, Mayor

Attest:

Penning signature of:

Amanda Odom, CMC, City Clerk

**City of Dunnellon
City Council Meeting**

Date: October 15, 2025

Time: 5:00 p.m.

Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance

Mayor Green called the meeting to order at approximately 5:01 p.m. and led the Council in the Pledge of Allegiance.

Opening Prayer / Moment of Silence

Mayor Green invited any citizen wishing to volunteer to open with prayer. No one stepped forward and a moment of silence was observed.

Roll Call

Walter Green, Mayor, Seat 1

Reese Taschenberger, Councilmember, Seat 2 - Absent

Tim Inskeep, Vice-Mayor, Seat 3

Valerie Hanchar, Councilwoman, Seat 4

Rex Lehmann, Councilman, Seat 5

Staff Present

Mandy Odom, City Clerk

Schonna McLean, Finance Officer

Chad Ward, Public Works Manager

Chief Ron Bray, Police Department

William Ary, Community Development Manager

Michelle Leonard, Assistant City Clerk

Julie Danowski, Records Clerk

Legal Counsel

Abigayl Osborne-Liborio, City Attorney, Shephard, Smith, Kohlmyer & Hand, P.A.

Proof of Publication

The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, October 8, 2025. The agenda was amended on Thursday, October 9th to add minutes to backup.

Council Comments Regarding Agenda

There were no Council comments.

Public Comment on non-agenda items

There were no public comments.

Consent Agenda

- Approval of Minutes
 - July 7, 2025 Special Budget Workshop
 - July 7, 2025 Special Meeting
 - July 16, 2025 Special Budget Workshop
 - July 16, 2025 Meeting
 - August 4, 2025 Workshop
- Authorize the Hernando County School District to piggyback City of Dunnellon's RFP No. 2020-01 with M.T. Causley for Building Official Services

Public Comment

There were no public comments.

Councilwoman Hanchar moved the consent agenda be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Vice-Mayor Inskeep suggested allowing the FDOT representative to speak following the MCSO report and Council agreed.

Regular Agenda

1) Marion County Sheriff's Office Report

Lieutenant Vowinkel presented the September law enforcement report. She stated arrests showed a slight decrease, correlating with school resuming and criminals being incarcerated. She reported there were 302 calls for service, 323 traffic stops, and 24 traffic accidents. Mayor Green commended the high number of traffic stops, noting complaints about speeding seemed to have decreased and Lieutenant Vowinkel confirmed they were making headway with traffic enforcement.

In response to Councilwoman Hanchar's question about all calls being within the City, Lieutenant Vowinkel estimated actual City calls were approximately 30 to 40 less than the 302 reported but confirmed all traffic stops occurred within the City limits. In response to Councilman Lehmann regarding what exactly classifies a burglary and homelessness, she clarified most incidents classified as "burglary" were domestic with only one actual burglary, the theft of an e-bike, which was closed by arrest. She added a homeless man, who had been the subject of recent criminal mischief complaints, was currently incarcerated. Lieutenant Vowinkel concluded everything was going well, noting both deputies and citizens seem happy. The discussion briefly included the anticipated high traffic volume for the upcoming Halloween trunk-or-treat and trick-or-treating events. Mayor Green thanked Lieutenant Vowinkel for her report.

Mayor Green welcomed Michael Proch, from the Florida Department of Transportation (FDOT), to provide a road construction update.

Mr. Proch invited Council questions.

Councilwoman Hanchar raised issues regarding the dangerously tight turn lane from US 41 onto CR 484 for large vehicles and unclear lane striping on the CR 484 center turn lane near Regions Bank. Mr. Proch agreed to review the markings. Vice-Mayor Inskeep noted poor straight-through alignment visibility on East Pennsylvania Avenue and Mr. Proch agreed to check plans for adding guide arrows.

Mr. Proch clarified new mast arm signal poles are replacing the temporary wooden pole at the intersection. Mayor Green noted a maintenance issue at the Powell Road/US 41 traffic light, where the signal cycled unnecessarily. Mr. Proch agreed to immediately address the detection system failure. Councilman Lehmann asked about the resurfacing. Mr. Proch confirmed the current asphalt was the structural course, with a final layer still to be placed. He explained current bumps were temporary and the work, often done at night, faced utility conflicts. Mayor Green thanked Mr. Proch for addressing the Council's concerns.

2. Quasi-Judicial Hearing

2.a) Quasi-Judicial Hearing – City initiated Rezone of 20804 W. Pennsylvania Avenue, Parcel #3380-0467-00.

Mrs. Odom read the following into the record:

“All witnesses addressing City Council in these Quasi-Judicial hearings will be asked to limit their comments to the specific subject being addressed. Witnesses should disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Witnesses should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

Testimony will be limited to 3 minutes per witness unless the applicant, staff, or affected person requests an extension of time. A request for extension of time will be considered by the Council to assure all parties have a full and fair opportunity to participate without undue repetition and delay.

Public input is valued by the Council. However, in order to foster mutual respect, personal comments should not be directed toward Council members, or staff. Members of the public shall refrain from interrupting the speaker at the podium.

At the conclusion of the hearings, the City Council of the City of Dunnellon will make a decision whether to approve the applicant's request.

All witnesses will be sworn in and will testify under oath, All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by Council.

After each witness testifies, any Council member may question witness. The owner is entitled to cross-examine each witness after his or her testimony and shall do so by asking questions of the witness, or can rebut the witness's testimony by presenting contrary testimony or documents after a witness testifies.”

Mayor Green gaveled down and stated, *"It is now 5:37 p.m. and I close the regular meeting and open this Quasi-judicial hearing held to discuss the City initiated Rezone of 20804 W. Pennsylvania Avenue, Parcel #3380-0467-00. Notifications were sent to the affected property owner and adjacent property owners on 9/30/2025 and published on the City's website on 9/23/2025 and in the Riverland News on 10/03/2025."*

Mayor Green asked Attorney Osborne-Liborio to swear in the witnesses. Attorney Osborne-Liborio invited all who wished to present evidence, including staff, to stand and raise their right hand while she administered the oath.

Mayor Green asked if any Councilmember would like to disclose any ex-parte communications they may have had in relation to the matter. Each Councilmember confirmed they did not have any ex-parte communications to disclose.

Staff Report:

Mr. Ary stated this was the final reading for the rezoning of the former art gallery building previously owned by the City and now sold to Travis Louri. He explained the lot and building had been split between B3 and R1B zoning and the City initiated the rezoning to make the entire property B3 for consistency. He added this would prevent issues as the Louri's determine what type of business to operate.

Public Comment:

There were no public comments.

Mayor Green gaveled down and stated, *"It is now 5:40 p.m. and I close this quasi-judicial hearing and reopen the October 15th City Council Meeting."*

2.b) Final Reading – Ordinance #ORD2025-10, Rezone 20804 W. Pennsylvania Avenue, Parcel #3380-0467-00

Public Comment

There were no public comments.

Councilwoman Hanchar moved Ordinance #ORD2025-10 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-10

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM (R1-B) ONE-FAMILY DWELLING RESIDENTIAL TO (B-3) GENERAL BUSINESS FOR A PORTION OF REAL PROPERTY IDENTIFIED ON THE MARION COUNTY TAX ROLLS AS PARCEL NUMBER 3380-0467-00 AND COMPRISING +/-0.70 ACRES; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2025-10 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Public Hearing Statement

Mrs. Odom read the following into the record:

"All persons wishing to address the City Council will be asked to limit their comments to the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the council members or staff in order to foster mutual respect between council members and the public."

Members of the public in attendance at public forums should listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

Members of the public addressing City council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Members of the public should always err on the side of more public disclosure, not less, in order to provide integrity to the public process."

3. Public Hearing

3.a) Public Hearing – Ordinance #ORD2025-09, Fencing Regulations

Mayor Green gavelled down and stated, *"It is now 5:43 p.m. and I close the regular meeting and open the public hearing held to discuss Ordinance #ORD2025-09, Fencing Regulations. Published on the City's website on 9/23/2025 and advertised in the Riverland News on 10/03/2025."*

Staff Report

Mr. Ary explained the only major change in the fencing regulations will allow fences to be placed on properties prior to the construction of a primary structure. He stated property owners still must meet all other standards and requirements in the City's Code, such as the height requirement for the front yard. He added while some re-sequencing of sections has occurred, all other fencing Codes remain the same.

Public Comment

There were no public comments.

Mayor Green gavelled down and stated, *"It is now 5:44 p.m. and I close the public hearing and reopen the October 15th City Council meeting."*

3.b) Final Reading - Ordinance #ORD2025-09, Fencing Regulations

Public Comment

There were no public comments.

Councilman Lehmann moved Ordinance #ORD2025-09 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-09

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING ARTICLE III, APPENDIX "A," SUBPART B – LAND DEVELOPMENT REGULATIONS OF THE DUNNELLON CODE OF ORDINANCES RELATING TO FENCING; ESTABLISHING GENERAL FENCING PROVISIONS; RENUMBERING SUBSEQUENT SECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2025-09 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

4. Ordinances

4.a) First Reading Ordinance #ORD2025-11, Sign Regulations

Public Comment

There were no public comments.

Councilwoman Hanchar moved Ordinance #ORD2025-11 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, AMENDING ARTICLE XI OF THE CITY'S LAND DEVELOPMENT CODE; AMENDING SECTION 11.2 TO ADD A DEFINITION FOR "MONUMENT SIGN"; AMENDING SECTION 11.3 TO PERMIT MONUMENT SIGNS IN A-1 DISTRICTS AND RESIDENTIAL DISTRICTS (R-1, R-1A, R-1B, R-2, RBO) ON PROPERTIES OF FIVE ACRES OR MORE, SUBJECT TO SPECIFIED REQUIREMENTS REGARDING NUMBER, SIZE, HEIGHT, ILLUMINATION, MATERIALS, AND DESIGN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2025-11 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

4.b) First Reading Ordinance #ORD2025-12, Parking Regulations

Public Comment

There were no public comments.

Vice-Mayor Inskeep moved Ordinance #ORD2025-12 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE NO. ORD2025-12

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING CHAPTER 66, ARTICLE II, DIVISION 1 OF THE CITY'S CODE OF ORDINANCES BY ADOPTED REVISED GENERAL PARKING REGULATIONS; DELETING CHAPTER 66, ARTICLE II, DIVISION 2 OF THE CITY'S CODE OF ORDINANCES IN ITS ENTIRETY AND ADOPTING UPDATING PARKING REGULATIONS PERTAINING TO ENFORCEMENT IN ITS PLACE; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE."

Councilman Lehmann moved Ordinance #ORD2025-12 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

5. Resolutions

5.a) Resolution #RES2025-37, Cybersecurity Florida Digital Service

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2025-37 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION NO. RES2025-37

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK VERSION 2.0; PROVIDING FOR NOTICE TO THE FLORIDA DIGITAL SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE."

Councilman Lehmann moved Resolution #RES2025-37 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

5.b) Resolution #RES2025-38, Purchase Orders

Public Comment

There were no public comments.

Councilman Lehmann moved Resolution #RES2025-38 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

“RESOLUTION NO. RES2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON REPEALING RESOLUTION NO. RES1996-05 ESTABLISHING A PURCHASE ORDER REQUIREMENT.”

Councilwoman Hanchar moved Resolution #RES2025-38 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

6. Department Reports

Mrs. Odom began the Department Reports by discussing Bid #BID2025-03, Surplus Vehicles. After a lengthy discussion, the Council decided to accept current bids for the four vehicles after multiple advertising attempts.

Councilwoman Hanchar moved to award the two 2017 vehicles to Richard Schreff and the two 2016 vehicles to Kevin Shepard. Vice-Mayor Inskeep seconded the motion. Mayor Green called for public comment and there was none. A vote was taken and the motion passed 4-0..

Mr. Ward reported Public Works has completed five miles of sidewalk/swale cleanup and ordered two tons of hot patch for potholes. He said they closed seventy-four of seventy-seven work orders last month and addressed required litter control and stormwater maintenance. He provided Code Enforcement updates, noting a separate legal matter involving the 3rd Avenue property foreclosure which is still in the legal process..

Mr. Ary reported twenty-eight permits were issued in September, including two new residential homes. He stated Community Development reached seventy percent compliance with short-term rental registration and non-compliant active rentals would proceed to a Magistrate hearing. He explained the completed projects included the Fencing Regulation Ordinance, while the Sign Regulation Ordinance has a second reading scheduled. He said the Comprehensive Plan is scheduled for submission to the State in late 2025 or early 2026, with land development regulations to follow, including potential consideration of accessory dwelling units. He added the Waffle House site plan submission was pending a traffic impact study.

Mrs. McLean reported the Finance Department was focused on audit preparation, bank reconciliations, and correcting general fund ledger entries. She said they received payment from Marion County but

were awaiting funds from the State. She advised their upcoming goals included reviewing and establishing separate bank accounts for reserve balances.

Chief Bray reported the school zone project was successful, with higher speeds slowing down. He said the reserve Police Officers were progressing well in training and his primary focus is moving the Police Department to City Hall by November 17th, pending FDLE system changes. Chief Bray noted increased complaints regarding homeless people activity and aggressive panhandling, stating officers offer services first but are focused on protecting citizens. The Council discussed the need to move the Police Department's new split AC unit for the locked server room at City Hall to prevent equipment overheating.

Mr. Ary confirmed meetings for the Christmas Parade and Martin Luther King Day Parade were held and the MLK committee is considering a safer pedestrian route using sidewalks. Mayor Green stated he reminded the Dunnellon Little League President to submit plans for their parade in February.

7. Council Liaison Reports and Comments

There were no Council comments or reports.

8. City Attorney Report

Attorney Osborne-Liborio stated her office is preparing a memorandum to inform the Council exactly how the McDaniels case, decided in September, relates to similar firearm laws.

Adjourn

At 6:42 p.m. Councilwoman Hanchar moved the City Council meeting be adjourned. Vice-Mayor Inskeep seconded the motion. A vote was taken and the motion passed 4-0.

Penned signature of:
Walter L. Green, Mayor

Attest:

Penned signature of:
Amanda Odom, CMC, City Clerk

**City of Dunnellon
Special City Council Meeting**

Date: October 27, 2025

Time: 5:00 p.m.

Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance

Mayor Green called the meeting to order at approximately 5:01 p.m. and led the Council in the Pledge of Allegiance.

Opening Prayer / Moment of Silence

Mayor Green invited any citizen wishing to volunteer to open with prayer. Pastor Jamie Gilmore from Union Missionary Baptist Church provided the invocation.

Roll Call

Walter Green, Mayor, Seat 1

Reese Taschenberger, Councilman, Seat 2

Tim Inskeep, Vice-Mayor, Seat 3

Valerie Hanchar, Councilwoman, Seat 4

Rex Lehmann, Councilman, Seat 5

Staff Present

Mandy Odom, City Clerk

Chad Ward, Public Works Manager

Chief Ron Bray, Police Department

William Ary, Community Development Manager

Julie Danowski, Records Clerk

Kathy Bryant, Marion County Commissioner - arrived at 5:27 p.m.

Jim Couillard, Marion County Parks Director

Robin Hough, Marion County Code Enforcement Manager

Legal Counsel

Andrew Hand, City Attorney, Shephard, Smith, Kohlmyer & Hand, P.A. - Absent

Proof of Publication

The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, October 22, 2025.

Presentation

Mr. Bill White, representing Rainbow River Conservation (RRC), strongly opposed the massive, unannounced processing of creosote-treated railroad ties near the Rainbow River Spring Shed by CSX Railroad and Track Line LLC, warning the company, previously expelled from Newberry for the same activity, appeared to have targeted a lower-income area. He detailed serious public health risks from

the current odor and potential grinding release of particles loaded with arsenic, formaldehyde, and sulfur dioxide, which threaten residents, especially children and the elderly. He stated RRC's major objection is the location, which is within half a mile of the river, because he argued the water misters used to control dust would create particle-laden runoff which would seep into the soil, contaminating the aquifer and the river. Mr. White urged the City Council to use the 14-day public comment window on the company's Air Permit application to formally request a Public Hearing or seek an extension from FDEP to prevent a decision without further public input, asserting the project is an unwarranted disaster posing health, river, and fire hazards. He confirmed RRC fully supports the Council's fight.

Regular Agenda

1) Regular Agenda Item

1a) Florida Department of Environmental Protection (FDEP) Air Pollution Permit #0830196-001-AC

Mayor Green stated he spoke with State Representative JJ Grow, today. He said Representative Grow had a prior commitment and was unable to attend this meeting but Mr. Grow has submitted a letter to FDEP on the issue.

Mrs. Odom read the following into the record:

"I am writing to express my strong opposition to Permit No. 0830196-001-AC for Track Line, LLC Dunnellon Facility, proposed for 20365 E. McKinney Avenue, Dunnellon, Florida, in Marion County.

The proposed facility raises significant concerns regarding public health, environmental safety, and the long- term integrity of our community's natural resources. The potential release of air pollutants, along with contamination risks associated with creosote, represents a serious and unacceptable threat to residents, local ecosystems, and nearby waterways. The risk of stormwater runoff carrying toxins into our aquifer, rivers, and springs resources that define our region and sustain our way of life cannot be overlooked.

As stewards of Florida's environmental heritage, we must ensure that industrial development does not compromise public safety or the ecological balance of our communities. Approving this permit would set a concerning precedent, allowing activities that could have irreversible impacts on air quality, water quality, and overall community well-being.

For these reasons, and in the best interest of my constituents and our watershed protections, I respectfully but firmly urge that this permit application be denied.

Sincerely,

JJ Grow

State Representative, District 23"

Commissioner Bryant and Ms. Hough addressed the railroad tie storage issue, confirming the County is taking action. Ms. Hough stated both CSX and Track Line Rail LLC were issued a notice of violation for

illegally stockpiling and storing ties and were given two weeks to begin removal. Ms. Hough further explained establishing any tie processing facility on the agriculturally zoned property near subdivisions would require a Special Use Permit via the County's formal approval process, including hearings before the Planning and Zoning Board and the Board of County Commissioners. Commissioner Bryant added while the company can apply for the permit, no formal Commission discussions have occurred yet. The issue will be addressed at the next Board of County Commissioner's meeting, November 4th. She assured the public the County is actively pursuing enforcement, coordinating with legal counsel, and prioritizing the protection of the environment, the Rainbow River watershed, and the nearby community.

Reverend Eric Cummings, Vice Chair of the Marion County School Board and pastor of New Zion Baptist Church, addressed the Council to strongly oppose Track Line Rail LLC's proposal to handle creosote-treated railroad ties at the East McKinney site, emphasizing the serious threat to public health, local homes, and the nearby Rainbow River. He described the current conditions, noting large piles of ties and strong chemical odors already affecting residents. He cited the City's air permit review, which estimated the operation would release significant quantities of pollutants linked to serious health issues, specifically mentioning particulate matter, nitrogen oxide, carbon dioxide, sulfur dioxide, and volatile organic compounds. Reverend Cummings warned shredding the ties would create toxic airborne dust and runoff capable of contaminating the Rainbow River and surrounding watershed, referencing Track Line Rail's past pollution and costly cleanup violations in the City of Newberry. While affirming support for responsible business, he stated the community would not accept projects which endanger health or the environment. He urged City leaders to show courage and protect Dunnellon's residents, air, and water, declaring they would not allow the Rainbow River to be harmed or treated as a dumping ground.

Mayor Green opened the public comment portion by reading a prepared statement to set expectations for the discussion. He emphasized the seriousness of the issue, explaining the Florida Department of Environmental Protection is considering a permit which would allow potentially harmful industrial activity in the residential area of Chatmire and within the Rainbow Springs Watershed. He stated the matter is about protecting the community's homes, families, and natural resources and residents are encouraged to express their views respectfully and efficiently. He invited those sharing similar concerns to select a spokesperson to avoid repetition. He announced public comments will be limited to three minutes per speaker unless extended by approval of the Council. Mayor Green concluded by stressing unity and purpose, noting the goal of the meeting is to identify the necessary processes, next steps, and coordinated actions among all stakeholders to protect the watershed and the community.

Mr. Ary began by acknowledging a concerned citizen who brought the issue to his attention after delivering a newspaper clipping about the proposed Track Line Rail project to his office. He emphasized the importance of public involvement, noting community engagement led to the Council's awareness and the large turnout at this meeting. He then reviewed details of the affected properties utilizing maps. Mr. Ary explained the proposed operation site lies within a floodplain, and is surrounded by residential homes, impacting 148 nearby parcels. He noted another adjacent CSX-owned area, with a 300-foot buffer zone, borders 103 parcels and currently holds an estimated 50,000 or more railroad ties, with additional boxcars reportedly arriving. He stated the City's goal is to see the materials removed as quickly as possible. Mr. Ary stated he has drafted two letters for Council consideration and explained

the first one formally requests denial of the Florida Department of Environmental Protection's permit and another requests an administrative hearing. Both letters outline the City's environmental concerns and cite relevant Florida Statutes regarding FDEP's responsibilities. He encouraged all residents to submit their own letters of opposition and offered assistance with contact information for where to send them. Mr. Ary explained while an administrative hearing could require time, money, and possibly legal representation, it would allow the City to present evidence and testimony. He concluded by presenting both letter options to Council for review and decision. Council thanked Mr. Ary for his hard work and dedication.

Public Comment

Reverend Jerome Gamble, 1205 NW 4th St., Ocala, also President of the Marion County NAACP, addressed the Council in support of the City's opposition to the Track Line Rail LLC project and urged a public hearing on the pending air quality permit. He strongly opposed the proposed creosote tie grinding near the low-income, minority area of Chatmire, labeling the action environmental racism and systemic discrimination being carried out without community input. Citing the carcinogenic risks of creosote, he urged the Council, on behalf of the NAACP's Environmental and Climate Justice Committee, to request a public hearing and halt the project until a proper investigation is complete.

Karrin Gordon, 11542 Mockingbird Dr., expressed concern about the railroad ties near her home, citing health risks from dust and fire hazards. She referenced past fires and asked about safety measures, emergency access, and the City's response plan. She added Fire Chief James Banta confirmed the County could respond to fires, but CSX would handle fires involving its ties. Mayor Green asked her to submit her concerns in writing.

Burt Eno, 9220 SW 193rd Circle, warned Track Line Rail's plan to grind creosote-treated ties poses health risks from carbon monoxide, diesel exhaust, and carcinogenic emissions. He criticized FDEP for issuing a draft air permit without sufficient review and urged the City to ask that FDEP deny the permit and request a public hearing to prevent the project from moving forward.

Latanga Johnson Brigs, 19996 SW 107th Lane, spoke on behalf of the Chatmire community and voiced concern about health risks from grinding creosote-treated railroad ties near homes and the Rainbow River, including cancer, respiratory issues, and possible birth defects. She emphasized impacts on vulnerable residents and local businesses, noted she had already contacted FDEP, and asked for guidance on organizing community input and next steps such as petitions or protests.

Martin Zevin, 18966 SW 93rd Loop, urged the community to quickly submit letters to FDEP to show widespread opposition to the project. He emphasized if the permit is approved, an environmental attorney may be needed to file an injunction and community support may be required to cover legal costs.

Andrea Livingston, 18221 SW 60th St., highlighted the project's widespread impact on the Rainbow River and surrounding communities. She urged residents to take action by spreading the word and submitting letters to FDEP and proposed organizing a group visit to meet FDEP officials in Tampa or Tallahassee to advocate directly for environmental protection.

Robert Donnie Smith, 11221 SW 200th Ave., a lifelong Chatmire resident, expressed concern about the railroad ties near his property and the risks to Dunnellon and surrounding communities. He questioned how the project can be stopped, who is accountable, and why legal action has not been taken.

Commissioner Bryant clarified the railroad tie site is in unincorporated Marion County, so Dunnellon's City Council lacks jurisdiction. She noted the County issued a 14-day notice of violation to Track Line and CSX and explained even if FDEP permits are granted, the operation would violate Marion County's Land Development Code. The property is zoned agricultural and under land preservation, requiring a special use permit for such a business. She stated the County plans to submit letters to FDEP, enforce liens if the ties aren't removed, and pursue legal action, including injunctions, if necessary. She emphasized the site is unsuitable for this activity and pledged aggressive enforcement.

Jan Cubbage, 18255 SW CR 484, thanked Commissioner Bryant for her support and warned against trusting Track Line, citing information from the City of Newberry officials and the company's financial troubles. She predicted the project could generate toxic water from industrial misters used to control dust, which she doubted Track Line would properly dispose of, likely dumping it locally. She noted Newberry still faces contamination from a similar past operation and urged continued vigilance.

Kelly Paliuca, 18955 SW 93rd Loop, urged opposition to the railroad tie shredding facility, citing health risks, environmental damage, fire hazards, and threats to property values. She stressed protecting the rivers, wildlife, and community, referencing her family's long-standing ties to the area.

Lee Bush, 18825 93rd Loop, stated he is currently a Rainbow River boat captain and spoke in support of protecting the river and local wildlife. He highlighted the importance of the area for tourism and recreation. He emphasized the need to continue safeguarding the environment.

Paula Rose, 12116 Wekiwa Circle, requested contact information for relevant organizations to be shared with the community.

Mrs. Odom stated the FDEP contact information will be posted on the City website's alert bar and on the Facebook page. She confirmed public comment could be forwarded to FDEP and the Council will need to decide what approach to use.

Doris Townsend, 19999 The Granada, spoke against the railroad tie project, citing serious health risks, environmental damage, and threats to Rainbow Springs. She emphasized protecting the community for current and future generations and urged collective action to prevent corporate harm.

Margaret Bottoms, 2089 SW Algiers Ct., spoke about her strong connection to the community, where she spends weekends, and where friends and family live. Representing families who wish to raise children locally, she noted the project's application lists 19 pollutants, including risks of acid rain and water pollution. She urged the community to "stand up for itself," stressing the area's importance.

Alan Abele, a photographer and retired engineer, spoke against the railroad tie project, drawing on his global experience with industrial and landfill operations. He warned of significant environmental and community risks, criticized past mismanagement of toxic materials, and highlighted potential legal and ethical violations. He framed the issue as a fight for justice for the small, predominantly black community, calling the project a disgrace and urging strong opposition.

Ryan Smart, 209 Tallwood Rd., Executive Director of Florida Springs Council, spoke about protecting the Rainbow River and emphasized filing a petition for an administrative hearing is a serious legal process best handled with an attorney. He recommended requesting a 30–60 day extension to prepare the petition, allowing the community and County to coordinate and he assured support from the Florida Springs Council.

Carol White, 422 SW 13th St., a Rainbow River tour guide, expressed gratitude to the community and officials for their efforts to stop the proposed creosote tie grinding facility. She emphasized her personal connection to the river and praised the support and positive actions of local representatives.

Dotty Zevin, 18966 SW 93rd Loop, asked if it is a problem for the City to hire an environmental attorney to help stop the project.

Mayor Green explained the City's Attorney handles routine legal matters, but this specialized operation outside City limits falls under County jurisdiction. He noted Commissioner Bryant is already addressing the issue and will continue to do so.

Commissioner Bryant outlined the County approval process required even if FDEP permits are granted. She explained the applicant must obtain a special use permit, beginning with review by the Planning and Zoning Commission, followed by a public hearing where the County considers factors such as noise and machinery. She noted the County has already issued a 14-day notice of violation to the applicant and said the City Council's role will likely be limited to submitting letters of opposition.

Dotty Zevin, 18966 SW 93rd Loop, asked if environmental testing could begin near the site and questioned how the project proceeded without community awareness, the lack of nighttime police oversight, and how materials are being transported. She suggested regular monitoring of the activity.

Al Washington, a lifelong local resident and pastor with over 30 years in the utility industry, shared his experience with accidental asbestos exposure and warned such exposure is irreversible. He emphasized the importance of avoiding hazardous materials.

Regis Woods, 19810 SW 110th St., reported hearing railroad ties being brought in late at night and early in the morning. He expressed concern for his family and the potential impact on air and water quality, urging the community to oppose the operation. Commissioner Bryant asked him to notify her of further activity. He recounted past damage from a CSX project which destroyed his fence, flooded his yard, and killed his dogs and remains unaddressed. He emphasized the new operation would threaten the community's health, environment, and property.

Art Jones, 12163 Palmetto Way, expressed concern over the proposed railroad tie grinding operation, citing his chemistry background and the harmful chemicals which would be released. He highlighted the nearby community garden and Boys and Girls Club, emphasizing the location for this activity is unsafe. He urged the Council to stop the project, especially since efforts are already underway to clean up the river.

Jason Martin, 4160 SE 58th Ave., Ocala, shared his seven-year experience living near a grinding facility, facing constant dust, odors, and property damage. He criticized the County and FDEP for ineffective responses and noted private legal action is costly, urging the community to remain united to prevent similar issues in Dunnellon and Chatmire.

Latanga Johnson Brigs, 19996 SW 107th Lane, asked whether any process exists to prevent similar situations in the future, noting the ties are already on site. She questioned what would stop a company from bringing in even more hazardous materials, like chemical barrels forcing the City to incur significant expenses for removal. She said she is seeking assurance safeguards are in place to prevent a recurrence.

Mayor Green stated the City of Dunnellon is coordinating closely with Marion County on the issue. Although the facility is in the County, he emphasized the City's commitment to work with County authorities to ensure community safety and provide oversight and protection for residents.

Councilwoman Hanchar moved to authorize the Mayor to sign a letter formally opposing FDEP's issuance of Air Pollution Permit #0830196-001-AC. Councilman Lehmann seconded the motion. Mayor Green called for discussion.

Councilwoman Hanchar recommended the City take two actions: send a letter to FDEP and a separate letter to Marion County. The County letter would request they issue a pause to the FDEP process allowing both the City and County time for due diligence. She noted this approach respects County jurisdiction while ensuring the City's concerns are addressed.

Mrs. Odom explained requesting a formal hearing triggers a legal process requiring the City Attorney to prepare a detailed petition. In contrast, the two letters under consideration are simpler: one asks FDEP to deny the permit and the other shares resident input which could prompt permit amendments. She noted the public has 14 days to submit written comments on the draft permit, which could influence revisions. Whereas a petition requires a detailed account of notice, disputed facts, and reasons for reversal or modification, necessitating legal assistance.

Councilwoman Hanchar stated she favors the second letter for listing violations but wants it framed so the County Commission takes the lead. She clarified the City's role would be to inform FDEP of its opposition while leaving the legal process and attorney involvement to the County. Vice-Mayor Inskeep sought clarification, confirming she was speaking about a letter of opposition which will include a request for our County Commission to seek an extension.

Commissioner Bryant stated she has discussed the matter with her staff and does not believe an administrative hearing is appropriate at this time. She emphasized the priority is to finalize and submit

the City's letter of opposition by Friday and noted an extension could be requested if needed. She added sending the letter now is the proper action and expressed uncertainty about the need for a separate letter to the County, noting her presence effectively serves as the connection.

Councilman Lehmann stated the Council appears to unanimously support sending a letter and he suggested following the same approach used for grant approvals, which is to authorize the Mayor and staff to review the information, consult the City Attorney, and determine the correct action. Council approved of this approach. Mayor Green invited further discussion on Councilwoman Hanchar's motion and there was none. A vote was taken and the motion failed 0-5.

Councilman Lehmann moved to authorize the Mayor and Staff to collaborate and create a letter on behalf of the City of Dunnellon opposing FDEP's issuance of an air permit to Track Line Rail LLC for the destruction of railroad ties. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and passed 5-0.

Adjourn

At 7:16 p.m. Councilman Lehmann moved the Special City Council meeting be adjourned. Vice-Mayor Inskeep seconded the motion. A vote was taken and the motion passed 5-0.

Penned signature of:
Walter L. Green, Mayor

Attest:

Penned signature of:
Amanda Odom, CMC, City Clerk



**PROCLAMATION #PRO2025-03
IN HONOR OF CENTENARIAN
Gloria Hall Williams**

WHEREAS, Sunday, January 4, 2026, marks an extraordinary day in our great City, as our very own **Gloria H. Williams** will turn a “youthful” one hundred years of age; and

WHEREAS, Gloria was born the second child to John C. Hall and Ruby Hall in 1926 in Jacksonville, Florida. She has lived in several cities throughout Florida during her lifetime, experiencing the state’s growth up close. She graduated from Lake Wales High School in 1943; and

WHEREAS, Gloria was accepted into the U.S. Nursing Corps in February of 1944, a program that set the standards for nursing practice in the United States, elevating it into a respected profession; and

WHEREAS, in 1947, Gloria completed her training and moved to Ocala to work at Monroe Regional Hospital. There, she met her lifelong partner, Robert Ed Williams—a Dunnellon native with strong family roots. They were married at the First Baptist Church of Dunnellon on Christmas Day, 1949; and

WHEREAS, as a newlywed, Gloria moved to Alabama with her husband while he pursued another degree. In 1953, they relocated to Atlanta, Georgia. Gloria, always faithful to the Lord and eager to share with others, not only did she teach Sunday School but she and Robert worked with the youth in the Girls Auxiliary and the Royal Ambassadors. She was an active member of the WMU. This is where her passion for missions shared with her children really took root; and

WHEREAS, in 1960, Gloria and Robert, along with their four children, moved to San Jose, California. At that time, there were very few Southern Baptist churches in California. Gloria and Robert felt called to help build churches for the growing population. Gloria served as a State Worker for the California Southern Baptist Convention, training workers on how to teach young girls in Sunday School. She continued this work until 1966, when she began working at the VA hospital in Palo Alto; and

WHEREAS, in 1970, Gloria and Robert moved to Southern California, where Gloria worked as a psychiatric nurse in the VA hospital in Sepulveda. In 1972, she earned her Bachelor’s Degree in Public Health from California State University; and

WHEREAS, Gloria and Robert always planned to return to Florida upon retirement. In 1978, Gloria began that transition by transferring to Atlanta, Georgia, continuing her work as a psychiatric nurse at the VA hospital until her retirement in 1984. They then made their final move to their home on the Rainbow River in Dunnellon, Florida. Never one to stop working, Gloria continued nursing at the Marion County Jail and The Centers. In 1987, she opened “The White House,” an adult day care center. Gloria continued nursing until 1997, when she closed The White House and fully retired. Still feeling the call to serve, Gloria volunteered on a medical mission trip to Thailand in 1998 and worked in a clinic in the Philippines while visiting her daughter Carol and family in 2001; and

WHEREAS, Gloria and Robert were blessed with four children: David Williams, Beth Richardson, Carol Bugbee, and Mary Taschenberger. They shared 48 wonderful years together until Robert’s passing in March of 1998. Over time, all four children returned to Dunnellon: Beth in 1977, David in 1979, Mary in 1993, and Carol in 2017. Gloria has always been a generous host, welcoming everyone into her home as family. She worked hard, led a good life, and taught her children the value of giving to others. The Lord has blessed her children, grandchildren, and great-grandchildren with her legacy of love and faith; and

NOW, THEREFORE, BE IT RECOGNIZED by the City Council of the City of Dunnellon, Florida, that **Gloria Hall Williams**, on the occasion of her 100th birthday, is hereby honored as a Dunnellon Centenarian. The citizens of Dunnellon are urged to join us in celebrating this joyous occasion and to extend their best wishes to Gloria—not only for today, but for many years to come. Delivered with wishes of health, happiness, and great joy this 4th day of January 2026.

DUNNELLON CITY COUNCIL

Walter L. Green, Mayor

Timothy Inskeep, Vice-Mayor

Rex Lehmann, Councilman

Valerie Hanchar, Councilwoman

Reese Taschenberger, Councilman & Grandson

ORDINANCE NO. ORD2025-12

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING CHAPTER 66, ARTICLE II, DIVISION 1 OF THE CITY'S CODE OF ORDINANCES BY ADOPTED REVISED GENERAL PARKING REGULATIONS; DELETING CHAPTER 66, ARTICLE II, DIVISION 2 OF THE CITY'S CODE OF ORDINANCES IN ITS ENTIRETY AND ADOPTING UPDATING PARKING REGULATIONS PERTAINING TO ENFORCEMENT IN ITS PLACE; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, *Florida Statutes*, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, under Chapter 316, *Florida Statutes*, the City of Dunnellon has the authority to regulate parking; and

WHEREAS, the City Council of the City of Dunnellon has determined that it is in the public interest to amend Chapter 66, Article II of the City's Code of Ordinances to promote efficient administration regarding parking regulations and enforcement as well as to update the regulations to reflect current practices; and

WHEREAS, the City Council wishes to protect the safety of motorists, pedestrians, and the general public; and

WHEREAS, the City Council has determined that the following amendments promote and protect the general health, safety, and welfare of the residents of the City of Dunnellon.

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Dunnellon Code of Ordinances, ~~strickethrough~~ 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 “whereas” clauses cited herein are the legislative findings of the City Council.

SECTION 2. Chapter 66, Article II, Division 1 of the City's Code of Ordinances is hereby amended as follows:

ARTICLE II. STOPPING, STANDING AND PARKING

DIVISION 1. GENERALLY

Sec. 66-31. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Any other violation* means a violation of the Florida Statutes or this chapter which shall be set forth by the police officer issuing the citation or individual issuing the parking violation invoice.~~

Calendar days mean each day of the week, and include Saturdays, Sundays, and legal holidays. Thus, in computing any period of time prescribed or allowed by this chapter, the day of the act, event, or default from which the designated period of time begins to run shall not be included; however, the last day of the period so computed shall be included, even if it is a Saturday, Sunday or legal holiday, any provision of this Code to the contrary notwithstanding. If any period of time under this chapter is sought to be complied with by means of mailing, the date of actual receipt of the mail by the city, not the date of posting, shall be deemed the date of compliance.

Camera-enforced parking means any technological method of monitoring, recording, or enforcing parking regulations using photographic, electronic, or license plate recognition systems. Such systems may determine vehicle entry, exit, duration, and payment compliance through integration with physical meters, pay stations, web-based portals, or other City-approved methods. Payment for camera-enforced parking may be made by any approved method, including: (1) physical meter or pay-station equipment; (2) web-based portals accessible via posted QR codes or URLs; (3) mobile applications; or (4) any successor or combination of technologies authorized by City Council resolution. This definition does not limit the City to a single enforcement or payment method. The city shall determine the location of the camera enforced parking locations.

Delinquent status means the status of a ticket or parking violation invoice where payment is past due and includes the status of tickets or parking violation invoices that have not been paid, or for which a request for a parking violation hearing has not been made. A ticket or parking violation invoice which has been found to be in violation after a hearing shall be in delinquent status if not paid within the time period set. A violation set for a parking violation hearing which results in default shall immediately be in delinquent status. A ticket or parking violation invoice will remain in delinquent status until paid in full unless dismissed or found not to be a violation.

Digital or Web-Based Parking Zone means a parking area in which payment and enforcement are conducted through web-based or digital platforms integrated with camera and/or license plate recognition systems rather than solely through physical meters.

Habitual parking status means the status of any vehicle bearing a license plate that has been issued five (5) or more parking tickets or parking violation invoices for any violation of this chapter within the past three hundred sixty-five (365) calendar days.

Fire zone means an area designated as such that is reserved solely for vehicles of the fire department or any firefighting organization, the police department, the public services department, or any other public service or public utilities vehicles used to combat a fire.

Hearing officer means the code enforcement special magistrate assigned to hear parking violation hearings and challenges to parking tickets, citations, parking violation invoices, and immobilization of vehicles in accordance with the provisions of this chapter.

~~Improper parking~~ means the following: No person shall park a vehicle in a street of the city other than parallel with the edge of the curb or paved roadway headed in the direction of lawful traffic movement, and with the curb side wheels of the vehicle within 12 inches of the curb or paved edge of the roadway, except, upon those portions of streets which have been marked, signed or metered for angle parking, vehicles shall be parked at the angle to the curb indicated by such mark or sign with the right front wheel against the curb. All vehicles shall be parked within the lined space provided for parking. All vehicles shall only be parked in a space designated as a zone which allows parking by the particular vehicle, and shall not park in a space which disallows parking by the particular vehicle.

~~Leaving vehicle parked while the keys remain in the ignition~~ means leaving a parked vehicle unattended and allowing the keys to remain in the ignition of the vehicle or in plain view within the vehicle from outside the vehicle.

No parking zone means an area designated as such where no vehicle may be parked, except public vehicles in an emergency.

Overtime parking means parking a vehicle in a nonmetered space and allowing the vehicle to remain in such parking space beyond the period of time fixed by any traffic signs for such space.

Parking enforcement officer means a person designated as a parking enforcement officer who has successfully completed a training program established and approved by the Florida Criminal Justice Standards and Training Commission.

Parking enforcement specialist means a city employee or authorized contractor empowered by the city to administer, monitor, verify, and enforce city parking regulations through meter and pay-station enforcement and camera-enforced or web-based systems utilizing license plate recognition technology. Parking enforcement specialists may issue parking violation invoices via mail, validate photographic or electronic evidence, and prepare materials for hearings. Certification under the Florida Criminal Justice Standards and Training Commission is not required for employees/contractors performing such duties under city authority.

Parking meter means and includes any mechanical device, meter, or timed parking system not inconsistent with this section, placed or erected for the regulation of parking by the authority of this chapter. ~~Each parking meter, device or timed parking system shall indicate by proper legend, the legal parking time established by the city; and when in operation, shall at all times indicate the balance or amount of legal parking time, and at the expiration of such metered period shall indicate illegal or overtime parking.~~

Parking meter space means any space within the parking meter zone adjacent to a parking meter, device, or within a timed parking system zone, and which is duly designed for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street adjacent to or adjoining the parking meters.

Parking meter zone means and includes any street, portions thereof, parking area or lot, upon which parking meters, devices, or timed parking systems are installed, or parking is regulated,

which is in operation for the parking of vehicles for a limited time, subject to compliance with regulations.

Parking violation hearing means a hearing by a hearing officer in which an operator or owner of a vehicle bearing a license plate that has been issued a ticket or parking violation invoice or an owner of a vehicle who was issued a notice of default status may contest the issuance of a parking ticket, parking violation invoice, or notice of default status. Parking violation hearings shall provide the opportunity for testimony and evidence to be presented, and the rules of evidence shall be liberally construed to allow for the presentation of testimony and evidence. Parking violation hearings shall also be used by a person wishing to challenge the immobilization of a vehicle in a post-immobilization hearing.

Sec. 66-32. State statutes adopted.

The provisions of F.S. §§ 316.1945, 316.195, 316.1951, 316.1955, 316.1957, 316.1958, 316.1959, 316.1965, 316.1967, 316.1974, and 316.1975, as such statutes pertain to parking violations, are hereby adopted and incorporated in this article by reference. Any violation of these statutes is considered as a violation of this chapter.

Sec. 66-33. Establishment of parking zones.

The city may approve parking zones ~~and~~ parking meter zones, camera enforced parking areas, and/or digital or web-based parking zones regulating the place and duration of parking on parking areas, lots, streets, and rights-of-way of the city.

Sec. 66-34. Parking prohibited on certain areas, lots, streets, or rights-of-way.

When signs are erected giving notice thereof, no person shall at any time park a vehicle upon any so designated and posted parking area, lot, street or right-of-way of the city.

Sec. 66-35. Parking prohibited on one side of certain streets and/or rights-of-way.

When signs are erected giving notice thereof, no person shall at any time park a vehicle on the prohibited side of any so designated and posted street and/or right-of-way of the city.

Sec. 66-36. Parking prohibited during certain hours.

When signs are erected giving notice thereof, no person shall park a vehicle between the hours specified upon any so posted or designated parking area, lot, street, or right-of-way of the city.

Sec. 66-37. Reserved.

Sec. 66-38. Parking in restricted zone; parking for certain purposes prohibited.

- (a) No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose for which parking in such zone is restricted, except that a driver of a passenger vehicle may stop temporarily in such a zone for the purpose of and while actually engaged in the loading or unloading of passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose for which parking is restricted.
- (b) No person shall park a vehicle upon any parking area, lot, street, or right-of-way of the city, for the principal purpose of:
 - (1) Displaying a vehicle for sale.
 - (2) Washing, greasing or repairing the vehicle, except repairs necessitated by an emergency.
 - (3) Displaying signage ~~advertising~~.
 - (4) Selling merchandise from the vehicle, except in a duly established marketplace or when so authorized or licensed under this Code or any other city ordinance.
 - (5) Storage or as junk or dead storage for more than 24 hours.
 - (6) Soliciting orders for or from which goods, ~~wares, merchandise, fruits, plants, trees or palms~~ are to be sold directly to the customer; however, this subsection shall not apply to vehicles of dealers ~~in produce or other edibles, or dealers in wood, coal, or ice,~~ where the vehicles are parked temporarily for the purpose of soliciting orders from, or sale to, the occupants of the immediate premises only.

Sec. 66-39. Placement of parking meters, devices or timed parking systems.

The marking off of individual parking spaces in the parking meter zone, and the installation of parking meters, devices or timed parking systems for such spaces, is hereby authorized, ratified, and confirmed. The placement of parking meters shall be in accordance with applicable city ordinances and/or resolutions. In camera enforced parking areas and/or digital or web-based parking zones the City may designate parking areas without individual marked spaces or physical meters. Parking sessions may be measured and enforced by vehicle entry, exit, and duration data rather than by individual meter devices.

Sec. 66-40. Parking meter deposit required; exceptions.

- (a) Except in a period of emergency determined by an officer of the police or fire department, or in compliance with the direction of a police officer, police aide or traffic control sign or signal, when any vehicle shall be parked in any parking meter space alongside or next to which a parking meter or device is located or within a designated area controlled by a timed parking system, the operator of such vehicle, shall, upon entering said parking meter space, immediately deposit or cause to be deposited such proper payment as is required for said parking meter and as is designated by proper direction on the parking meter, device or timed parking system; and when required by the directions on the meter, device or timed parking system, the operator of such vehicle, after the deposit of the proper

payment means as posted on the timed parking system meter or device, shall also set in operation the timing mechanism on such parking meter, device or timed parking system in accordance with directions properly appearing thereon; and failure to deposit such payment as posted, and to set the timing mechanism in operation when so required, shall constitute a violation of this section. Upon the deposit of such payment posted (and the setting of the timing mechanism in operation, when so required) the designated parking meter space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which said parking meter space is located; provided, that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit payment as posted so long as occupancy of said parking meter space does not exceed the indicated unused parking time. If said vehicle shall remain parked in any such parking meter space beyond the parking time limit set for such parking meter space, and if the parking meter, device or receipt from a timed parking system shall indicate such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time; and such parking shall be deemed a violation of this section.

- (b) Where a physical parking meter or pay station is used, a subsequent parker may lawfully occupy a space that still shows remaining paid time, provided that the new parker does not exceed the remaining indicated time.
- (c) In any digital or web-based parking zone, parking sessions are recorded and linked to the vehicle's license plate rather than to a specific space. Unused or remaining time from a previous vehicle does not transfer to another vehicle or user. Each new vehicle must initiate its own paid parking session upon entry.

Sec. 66-41. Cost; Charges by parking meter zones; acceptable currency.

- (a) The cost of parking or standing a vehicle in a parking meter space located in a parking meter zone and/or in a digital or web-based zone shall be established by resolution.
- (b) Parking meter zones and parking requirements, including the cost of parking, within the zones, shall be established by resolution.
- (c) ~~The only currency which the meters accept are those of the United States.~~ Payments may be made using lawful U.S. currency at any pay station or by any approved electronic means, including credit or debit card, web-based, or mobile transactions, as authorized by City Council resolution.

Sec. 66-42. Parking meter violations.

It shall be unlawful and a violation of the provisions of this section for any person:

- (1) To cause, allow, permit, or suffer any vehicle registered in his/her name or under his/her control to remain or be placed in any parking meter space controlled by any parking meter, device or timed parking system ~~while said meter, device or timed parking system is displaying a signal or a time-stamped receipt indicating that the vehicle occupying~~

- ~~such parking space has already been parked~~ beyond the period prescribed for such parking space;
- (2) To cause, allow, permit or suffer any vehicle registered in his/her name or under his/her control to be parked across any line or marking of a parking meter space or in such a position that the vehicle shall not be entirely within the area designated by such lines or markings;
 - (3) To deface, injure, tamper with, open, break, destroy or impair the usefulness of any parking meter, device or timed parking system installed under the provisions of this section;
 - (4) To deposit, or cause to be deposited, in any parking meter, device or timed parking system, any slugs, device or metal substance, or other substitute for lawful currency.
 - (5) In digital or web-based parking zones and/or camera enforced parking areas, tampering with or disabling any equipment, signage, or camera system is likewise prohibited.

Sec. 66-43. Improper parking: parking within designated spaces, streets and right-of-way.

- (a) Any vehicle stopped, standing, or parked in or alongside a parking space as designated pursuant to this chapter shall park within the lines or markings designating such parking space. It is unlawful to park any vehicle in any such way that the same shall not be within the area so designated by such lines, delineations, markings, or sign post that corresponds with the parking space. The front bumper of the vehicle must be even with the lines, markings, or sign post that corresponds with the parking space or in close proximity thereto without parking beyond the established parking space, post or sign.
- (b) No person shall park a vehicle in a street of the city other than parallel with the edge of the curb or paved roadway headed in the direction of lawful traffic movement, and with the curb side wheels of the vehicle within 12 inches of the curb or paved edge of the roadway, except, upon those portions of streets which have been marked, signed or metered for angle parking, vehicles shall be parked at the angle to the curb indicated by such mark or sign with the right front wheel against the curb. All vehicles shall be parked within the lined space provided for parking. All vehicles shall only be parked in a space designated as a zone which allows parking by the particular vehicle, and shall not park in a space which disallows parking by the particular vehicle.
- (c) A vehicle shall not occupy more than a single designated parking space.
- (d) It is unlawful to park in a street or within the right-of-way except in designated parking spaces or parking lanes.
- (e) In unmarked or unstriped camera-enforced areas, vehicles shall park in an orderly manner as directed by signage or web-based instructions.

Sec. 66-44. Leaving keys in ignition in parked vehicle.

No person shall leave a parked vehicle unattended while allowing the keys to remain in the ignition of the vehicle or in plain view within the vehicle from outside the vehicle.

SECTION 3: Chapter 66, Article II, Division 2 of the City's Code of Ordinances is hereby deleted in its entirety (a copy of the deleted provisions is provided in Exhibit "A" attached hereto) and replaced as follows:

ARTICLE II. STOPPING, STANDING AND PARKING

DIVISION 2. ENFORCEMENT

Sec. 66-101. Enforcement, in general.

Enforcement of parking violations, and impoundment and immobilization of vehicles as provided herein serves a municipal purpose. Article VIII, section 2(b) of the Florida Constitution along with F.S. § 166.021, gives municipalities "home rule" powers. Article V, Section 1 of the Florida Constitution along with F.S. Ch. 162, empowers local governments to use local code enforcement boards or special magistrates. F.S. Ch. 316, provides the city with original jurisdiction over all streets and highways, except state roads, and allows for the placement of traffic control devices. In addition, F.S. Ch. 316, provides local jurisdictions with the authority to regulate specified activities on streets and highways to include, but not be limited to, parking and restricting the use of the streets. Municipalities are expressly authorized to regulate the parking of motor vehicles for any purpose with respect to streets, highways, or other property under the jurisdiction of the municipality. It is the intent of this chapter to regulate and enforce the enumerated areas within which the city may control certain traffic movements or parking within the jurisdiction of the City of Dunnellon as provided under F.S. Ch. 316, which shall be supplemental to any provisions of this chapter, but nothing herein shall be in conflict with F.S. Ch. 316. Unless otherwise specified, the regulation and disposition of violations of this chapter shall be enforced by using a hearing officer as defined herein. Nothing in this chapter shall limit the City's authority to employ multiple parking enforcement or payment methods concurrently. All such methods shall have equal force and effect under this Code.

Sec. 66-102. Providing notice of violation; citation and invoicing; enforcement; payment options; hearings.

- (a) Notice of violation under this chapter shall be provided through the issuance of a parking ticket or a parking violation invoice.
- (b) Parking tickets may be issued by a law enforcement officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or F.S. Ch. 316. Parking tickets are to be on a form approved by the city and issued to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified. Parking tickets may be delivered to the person determined to be operating or in control of the vehicle if attended; or if the vehicle is unattended, attached to the vehicle in a conspicuous place.
- (c) Uniform traffic citations prepared by the Florida Department of Highway Safety and Motor Vehicles may not be issued by being attached to an unattended vehicle. A uniform traffic citation shall not be used for a parking violation of the Code.

- (d) Nothing herein shall be interpreted as preventing the enforcement of any violation of Florida Statutes or any City of Dunnellon Ordinance through other means of enforcement or in conjunction with any other enforcement methods including City Code.
- (e) The city may establish camera enforced parking to allow the capture of parking violations within the city as authorized under this section. Camera-enforced parking shall be permitted as follows:

 - (1) Camera-enforced parking violation penalties shall be the same as if enforced in person with the exception that administrative costs may be established by resolution and included with the penalties and included in the parking violation invoice.
 - (2) Camera-enforced parking areas must allow for at least a fifteen (15) minute grace period upon entry before any parking charges may be incurred, provided that the motor vehicle does not park at that time.
 - (3) The city shall identify any area in which camera-enforced parking occurs by placing signage that is legible and clearly visible to persons entering the area used for camera enforced parking. Signs shall, at a minimum, include: identification of the City or its authorized operator; applicable rates and accepted payment methods (including any physical meters and/or web-based options); any grace period before charges or violations apply; notice that camera or license plate recognition enforcement may be used; contact information (phone and email) for inquiries and appeals; and instructions or website address for reviewing photographic or electronic evidence.
 - (4) Camera-enforced parking notices of violation must be placed on the motor vehicle as provided in this section or mailed by first-class mail within five (5) business days of the violation. A delinquency fee may not be assessed until expiration of the payment periods under this section. The mailing of the invoice constitutes notification.
 - (5) In addition to other required information under this section, camera parking enforced invoices shall state that the registered owner has a right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The invoice must provide instructions for viewing the evidence of the violation.
 - (6) If the registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative thereof, initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the camera enforced parking invoice.
 - (7) The photographic or electronic image or streaming video of a camera enforced parking violation is evidence that a violation occurred and is admissible in any proceeding to enforce the violation and raises a rebuttable presumption that the motor vehicle named in the parking violation invoice or shown in the photographic or electronic image or streaming video evidence was used in violation if it shows the clear entry and exit of the vehicle and violation of the grace period along with evidence being presented that payment was not made.

- (8) Unless a parking notice of violation is placed on the vehicle, violations captured through camera enforced parking will result in the issuance of a parking violation invoice to the registered owner of the motor vehicle involved in the violation by first-class mail to the address of the registered owner. In the case of joint ownership of a motor vehicle, the invoice shall be mailed to the first person appearing on the registration, unless the first name is a business organization, in which case the second name appearing on the registration may be used. The owner of a leased vehicle is not responsible for paying the camera enforced parking invoice and is not required to submit an affidavit as provided in the chapter if the name on the registration is in the name of the lessee of such motor vehicle.,
- (9) For the issuance of tickets and citations in-person, a law enforcement officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or other law may issue a parking ticket form as may be used by the city to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver it to the driver; or if the vehicle is unattended, attach such ticket to the vehicle in a conspicuous place, except that a uniform traffic citation prepared by the Florida Department of Highway Safety and Motor Vehicles may not be issued by being attached to an unattended vehicle. A uniform traffic citation shall not be used for a parking violation of the Code.
- (10) For the issuance of invoice by mail, a law enforcement officer, parking enforcement officer, or parking enforcement specialist who discovers a vehicle parked in violation of this chapter via “non-payment” or other law may issue an invoice via mail to the vehicle owner as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver the invoice to the vehicle's registered owner by mail.
- (11) Parking violation invoices: May be issued by a law enforcement officer, parking enforcement officer, or parking enforcement specialist utilizing the following procedures along with any rules adopted by the city:
- A. Verify a violation following review of the approved camera playback system/automated image capture;
 - B. Verify the registered owner;
 - C. Confirm the date, time, location and all required information is identified on a parking violation invoice; and
 - D. Issue a parking violation invoice as provided under this section.

Sec. 66-103. Issuance of parking ticket, citations, or parking violation invoices; payment or contesting tickets, citations or parking violation invoices; requesting a review.

- (a) A parking ticket and/or parking violation invoice shall provide:
- (1) The date and time of the violation;
 - (2) The issuance date if different than the date and time of the violation;

- (3) The name or identification number of the individual who issued the ticket or parking violation invoice;
 - (4) A description of the violation;
 - (5) The penalty amount;
 - (6) The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status;
 - (7) The vehicle information;
 - (8) Information on how and where the ticket or parking violation invoice may be paid;
 - (9) A photo of the tag captured and instructions for viewing photographic or electronic evidence online via the City-approved portal or website, if camera enforced; and
 - (10) Information on how the ticket or parking violation invoice may be contested.
- (c) A person who wishes to contest a ticket or parking violation invoice without being assessed additional penalties or costs for delinquency shall complete and submit a written or electronic request using the City's form or online portal for a parking violation hearing which must be received by the City within fourteen (14) calendar days of the date of the violation. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration, or other document acceptable to the city attorney's office, will be necessary to set a parking violation hearing. All contested parking violation hearings shall be heard by a hearing officer. The city shall send a notice of hearing which states:
 - (1) The date, time, and location of a pre-scheduled parking violation hearing; and
 - (2) That a person who elects to contest the ticket or parking violation invoice may be assessed a penalty if found in violation after a hearing by a hearing officer;
 - (3) That a person who elects to contest a ticket or parking violation invoice and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty), unless otherwise authorized or prohibited by law;
 - (4) That unpaid violations will be in delinquent status and are subject to being sent to collections for payment;
 - (5) That vehicles bearing license plates which are identified as belonging to owners who have tickets or parking violation invoices in delinquent status are subject to immobilization or impoundment as provided in this chapter.
- (d) The notice of hearing shall be sent by mail or e-mail to the person making the request for a parking violation hearing at the physical address or e-mail address provided in the request. A certification by the City that the notice of hearing was mailed to the physical address or e-mail address provided on a request for a parking violation hearing constitutes prima facie evidence that the person on the notice of hearing was served with the notice. Upon notification, the person requesting a parking violation hearing is required to comply with the directions on the notice of hearing or face a finding of violation due to default. Additional penalties or costs may be imposed by a hearing officer upon finding of a violation; however,

a violation which was set for a parking violation hearing upon a timely requested parking violation hearing shall not be assessed fees for delinquency if timely paid after a finding of a violation.

- (e) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter. The hearing officer, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty unless otherwise authorized or prohibited by law, plus administrative costs.
- (f) Preliminary review of a notice of tickets, citations, or parking violation invoices may be conducted by the City's Code Enforcement Office or its authorized contractor per the City's direction.

Sec. 66-104. Vehicles parked in violation of regulations deemed nuisance; continuous parking in metered parking spaces; habitual parking status; liability of owners; notice of delinquent status; obtaining a parking violation hearing upon a notice of delinquent status.

- (a) The owner of any vehicle shall be held responsible for any vehicle found upon a street or highway in violation of any provision of this chapter, or any ordinance(s) or executive order for emergency which regulates the stopping, standing or parking of vehicles. Nothing contained in this chapter shall limit the ability of the city to seek other enforcement action as may be permitted in the Code nor limit the ability of the city to enjoin a nuisance.
- (b) It is unlawful for any vehicle in violation of this chapter to remain in any lawful parking space for more than two (2) hours after a ticket or parking violation invoice has been issued for violation of any provision of this chapter. For continuous parking beyond each two (2) hour period, a new offense shall be deemed to have occurred and a notice of violation may be issued for each subsequent two (2) hour period. For areas enforced via camera-enforced or web-based systems, each additional unpaid parking period identified through automated data review may be treated as a separate violation.
- (c) It is unlawful to park a vehicle in violation of this chapter which is in habitual parking status. A vehicle meeting the qualifications of habitual parking status commits an additional violation under this subsection punishable by a penalty as outlined in this chapter and shall be immediately immobilized, and if necessary impounded, as provided for under this chapter.
- (d) Any vehicle issued a ticket or parking violation invoice is deemed to be charged with a noncriminal civil infraction and the owner shall be deemed responsible for complying with the directions on the ticket or parking violation invoice for paying or contesting the violation.
- (e) All tickets or parking violation invoices which have not been paid or set for a parking violation hearing as described in this chapter shall be deemed in delinquent status at the expiration of the fourteen (14) day time period, and the city shall send the owner of the vehicle that was issued a ticket or parking violation invoice a notice of delinquent status which states:
 - (1) The ticket or parking violation invoice number, date, time, description, and amount of penalties to include the original amount of the penalty, the amount of penalties for delinquency, and administrative fees;

- (2) The options for methods of payment of the ticket or parking violation invoice;
- (3) The due date;
- (4) The owner may still elect to contest a ticket, parking violation invoice, and/or delinquent status at a parking violation hearing by appearing in front of a hearing officer who will hear testimony and consider evidence;
- (5) The date, time, and location of a pre-scheduled parking violation hearing which must be confirmed along with the method for confirming the hearing;
- (6) A copy of the owner's driver's license and vehicle registration shall be necessary to confirm a hearing date;
- (7) That failure to pay the ticket, parking violation invoice, or confirm the parking violation hearing by the date specified will be deemed as a waiver of the owner's right to contest the ticket or parking violation invoice and a finding of violation will be entered for the amount stated in the notice of delinquent status;
- (8) That an owner who elects to contest the ticket or parking violation invoice waives his or her right to pay the penalty amount in the notice of delinquent status and the owner may be assessed a penalty if found in violation after a hearing by a hearing officer;
- (9) That an owner who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty;
- (10) That unpaid violations shall remain in delinquent status and are subject to being sent to collections for payment;
- (11) That any vehicle(s) bearing a license plate identified as belonging to owners who have tickets or parking violation invoices in delinquent status are subject to immobilization or impoundment as provided in this chapter.
- (f) The notice of delinquent status may be mailed by the City or its authorized contractor. Mailing constitutes proper notification.
- (g) Any owner who fails to satisfy the directive on the notice of delinquent status may be assessed additional penalties or costs by a hearing officer.
- (h) An owner who wants to contest a ticket, parking violation invoice, or notice of delinquent status without being assessed additional penalties or costs for delinquency shall confirm the parking violation hearing as instructed in the notice of delinquent status within fourteen (14) calendar days from the date of the notice of delinquent status. A copy of the owner's driver's license and vehicle registration will be necessary to confirm a hearing date.
- (i) A finding of violation occurs when a parking ticket or parking violation invoice is paid, not contested after notice of violation, in default, or after a hearing by a hearing officer results in a finding of violation. All findings of violations are considered an adjudication on the merits.

Sec. 66-105. Cancellation or continuances of hearings; burden of proof; payment after hearing.

- (a) A scheduled parking violation hearing shall be cancelled if full payment of the pending violation(s) is received prior to the hearing date. A person wanting to continue a parking violation hearing date shall deliver a written request for continuance to the city at least seventy-two (72) hours prior to the hearing date and shall be granted one continuance for a scheduled parking violation hearing of a contested ticket, parking violation invoice, or post-immobilization hearing. City staff shall administratively establish the procedure for delivery of a written request for a continuance and for providing notice of the rescheduled parking violation hearing time and date.
- (b) A violation shall be proven at a hearing by a preponderance of the evidence.
- (c) A finding of violation requires all penalties and costs to be paid within fourteen (14) calendar days of the finding unless additional time is granted by the hearing officer or the city.
- (d) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the ticket or parking violation invoice being in delinquent status if not paid within the time period allowed.

Sec. 66-106. Relocation, immobilization, impoundment.

- (a) Any police officer of the city is authorized to attach a device that is capable of immobilizing a motor vehicle so that it cannot be moved under its own power without damage to such motor vehicle, when three or more parking citations for unlawful or illegal parking involving the motor vehicle have been outstanding for more than 30 days and have not been disposed of by payment of the fines as provided by this article.
- (b) The immobilizing device shall be attached to the motor vehicle at the place where it is found, except that no motor vehicle shall be immobilized within the traveled portion of any street or any portion of a street when immobilization at such place would create a hazard to the public or to traffic on the street. At the same time as the immobilizing device is attached to the motor vehicle, a notice shall be affixed to the windshield or other prominent place on the motor vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the motor vehicle while the immobilizing device has been so attached, and informing the owner or operator of the motor vehicle of the number and age of, and total fines and charges assessable under, the citations for which the motor vehicle is immobilized, including the removal charge for the removal of the immobilizing device, and where the owner must go in order to pay the fines and charges and have the immobilizing device removed from the motor vehicle.
- (c) The immobilizing device shall be removed from the motor vehicle upon payment of the total fines and late payment charges assessed against the owner of the vehicle. The police officer may approve the removal of the immobilizing device upon obtaining satisfactory arrangements for the stated fines and late charges or upon the owner posting bond for a hearing.
- (d) The police officer may tow or cause to be towed and impound any motor vehicle immobilized under this article if payment for fines and late payments or satisfactory arrangements in lieu

thereof have not been paid or obtained within 24 hours of the attaching of the immobilizing device. All expenses for towing or impounding shall be borne by the owner of the vehicle.

Sec. 66-107. Establishment of post-immobilization hearings.

- (a) The registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative thereof, wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a hearing officer. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute with the city prior to impoundment and complete and submit a written request for post-immobilization hearing which must be received by the city prior to the impoundment. A request for post-immobilization after impoundment will require all parking penalties and impound fees paid in order to request a hearing. The payment of parking fees will be considered a bond pending a hearing. A bond may be posted for impound fees in accordance with F.S. § 713.78(5). A request for a post-immobilization hearing after impoundment must be received by the city at the time of the payment of the bond for the parking penalties in dispute which led to the immobilization. A request for a post-immobilization hearing shall be on the form provided by the city. Requests shall include a complete name and address of the person requesting a hearing, and if available, a phone number and e-mail address. A description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing shall be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration will be necessary to schedule a post-immobilization hearing. All contested hearings shall be heard by a hearing officer who hears parking violation hearings. The city shall send a notice of hearing which states:
- (1) The date, time, and location of a pre-scheduled post-immobilization hearing;
 - (2) That a person who elects to contest the ticket or parking violation invoice waives his or her right to pay the initial amount due at the time of the immobilization unless a bond was posted and the person will accrue additional penalties and costs for the impoundment of the vehicle until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with city code;
 - (3) That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond posted with the city will be forfeited to the city; and
 - (4) That any vehicles which are impounded after immobilization are subject to liens in accordance with F.S. § 713.78.
- (b) The notice of hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided in the request. A certification by the city that the notice of hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the notice of hearing was served with the notice. Upon notification, the person

wanting a post-immobilization is required to comply with the directions on the notice of hearing or waive his or her right to challenge the immobilization.

- (c) A person who requests a post-immobilization hearing waives his or her right to pay the initial penalty and costs due as of the date of the immobilization unless a bond was posted. After the hearing, the hearing officer shall determine whether an immobilization was done in accordance with this chapter. If the hearing officer determines that the immobilization carried out by the city pursuant to this chapter was not in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs or penalties paid related to the contested immobilization or if the vehicle is still impounded, the vehicle shall be immediately released with the city bearing the costs for the tow fees.

Sec. 66-108. Penalties and fees.

The penalties and fees for parking infractions and violations as set forth in this chapter are hereby established as follows:

- (1) Expired parking session or failure to pay for time parked (applicable to metered, pay-station, or camera-enforced/web-based areas):
 - a. 1st offense - not to exceed one hundred dollars (\$100.00).
 - b. 2nd offense within six (6) months - not to exceed one hundred fifty dollars (\$150.00).
 - c. 3rd or subsequent offense within one (1) year – not to exceed two hundred fifty dollars (\$250.00).
- (2) Parking in a no parking zone – not to exceed one hundred dollars (\$100.00.)
- (3) Disabled parking without valid permit displayed - two hundred fifty dollars (\$250.00). If a citation is issued to a person legally entitled to park in a designated handicapped zone, the fine shall be waived upon presentation of proof of a disabled parking permit at the police department.
- (4) Stopping, standing, and parking in fire zone - not to exceed two hundred dollars (\$200.00).
- (5) Late fees - not to exceed seventy-five dollars (\$75.00).
- (9) Immobilization fee:
 - a. 1st offense - not to exceed two hundred dollars (\$200.00).
 - b. 2nd offense within six (6) months - not to exceed three hundred dollars (\$300.00).
 - c. 3rd or subsequent offense within one (1) year - not to exceed five hundred dollars (\$500.00).
- (10) Unlawfully displaying a vehicle for sale, hire, or rental (F.S. § 318.18(22)) - five hundred dollars (\$500.00).
- (11) Administrative fee (F.S. § 318.18(19)) - twelve dollars and fifty cents (\$12.50).

- (12) Found to be in violation after contesting a ticket, citation, or parking violation invoice - not to exceed one hundred dollars (\$100.00).
- (13) Failure to appear after requesting a hearing - not to exceed one hundred dollars (\$100.00).
- (14) Issuance of notice of delinquent status for any provision of this chapter - not to exceed one hundred dollars (\$100.00). (No such fee shall be assessed when a parking ticket, citation, or parking violation invoice is dismissed or is found to not be in violation.)
- (14) Payment pursuant to this section may be made by authorized legal tender or other forms of payment approved by resolution upon recommendation of the mayor and approved by city council.
- (15) The fine for violations of 66-42 (3), (4), (5) of this article shall be \$500.00.
- (16) *Other violations.* The fine for any other violation of this article or provisions of the Florida Statutes pertaining to parking shall be \$100.00.
- (17) *Leaving vehicle with keys in ignition.* The fine for leaving a parked vehicle while the keys remain in the ignition shall be \$50.00.

State law reference(s)—Amount of penalties, F.S. §§ 318.18(19), 318.18(22).

SECTION 4. 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 5. 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 6. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be 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 7. EFFECTIVE DATE. This ordinance shall take effect immediately upon passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

Upon motion duly made and carried, the foregoing ordinance was adopted on the first reading on the 15th day of October 2025.

Upon motion duly made and carried, the foregoing ordinance was adopted on the second and final reading on the 10th day of December 2025.

Ordinance Posted on the City's website on October 8, 2025. Public hearing advertised on the City's website on November 24, 2025 and advertised in the Riverland News on November 28, 2025.

Walter L. Green, Mayor

Attest:

Amanda L. Odom, CMC
City Clerk

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 the 8th day of October 2025.

Amanda L. Odom, CMC
City Clerk

EXHIBIT “A”

~~Sec. 66-61. Enforcement; violations.~~

- ~~(a) *Issuance of parking tickets.* The police department of the city, acting through certified law enforcement officers, or parking enforcement specialists, shall issue municipal parking tickets, on ticket forms authorized by city council or their designee, to the operator if the motor vehicle is attended, and if the motor vehicle is unattended, attach such ticket, issued to the registered owner, to the vehicle in a conspicuous place.~~
- ~~(b) *Contents of parking ticket.* The ticket shall specifically describe the following:~~
- ~~(1) Describe the illegally parked motor vehicle;~~
 - ~~(2) Indicate its location;~~
 - ~~(3) Specify the nature of the violation;~~
 - ~~(4) Indicate the amount of the fine;~~
 - ~~(5) Give notice to the violator that he or she must pay the fine within 30 days or appeal the ticket; and~~
 - ~~(6) Describe the procedures to be followed in either paying such fine or electing not to pay such fine and requesting a hearing before a county court official concerning the parking violation, and the penalty for failure to comply with the directions on the ticket.~~

~~A sequential numbering system shall be used.~~

- ~~(c) *Continuing violations.* Each day any violation occurs or continues shall be a separate offense.~~
- ~~(d) *Liability for payment of fine.* The registered owner is responsible and liable for payment of any parking ticket violations.~~
- ~~(e) *Computation of time.* If the last day of any time period described in this section falls on a Saturday, Sunday or legal holiday, the time period shall run until the end of the next day which is neither a Saturday, a Sunday nor a legal holiday.~~

~~Sec. 66-62. Schedule of fines.~~

~~The following fines apply for the violations listed:~~

- ~~(1) *Overtime parking.* The fine for parking overtime shall be \$100.00.~~
- ~~(2) *Parking in fire zone.* The fine for parking in an area designated as a fire zone shall be \$200.00.~~
- ~~(3) *Parking in a no parking zone.* The fine for parking in a no parking zone shall be \$100.00.~~
- ~~(4) *Improper parking.* The fine for improper parking shall be \$100.00.~~
- ~~(5) *Parking meter violations.* The fine for violations of 66-42 (1), (2) of this article shall be \$100.00. The fine for violations of 66-42 (3), (4) of this article shall be \$500.00.~~
- ~~(6) *Other violations.* The fine for any other violation of this article or provisions of the Florida Statutes pertaining to parking shall be \$100.00.~~

~~(7) Leaving vehicle with keys in ignition. The fine for leaving a parked vehicle while the keys remain in the ignition shall be \$50.00.~~

~~(8) Parking in space reserved for handicapped or disabled persons.~~

~~a. The fine for parking in a handicapped zone without a permit shall be \$250.00.~~

~~b. If a citation is issued to a person legally entitled to park in a designated handicapped zone, the fine shall be waived upon presentation of proof of a disabled parking permit at the police department.~~

~~Sec. 66-63. Payment of fine; appeals.~~

~~(a) Violations of this division shall be referred to the county court for the county of the Fifth Judicial Circuit.~~

~~(b) An individual receiving a ticket pursuant to this section shall have 30 days from the date of issuance to pay the fine per the instructions on the ticket or request an appeal per subsection (c) below.~~

~~(c) Appeal of parking ticket.~~

~~(1) Any individual who receives a parking ticket issued pursuant to the requirements of this chapter may voluntarily elect to appeal the parking ticket and request a hearing within 30 days from issuance of the ticket, by requesting an appeal with the county court for the county of the Fifth Judicial Circuit per the instructions on the parking ticket.~~

~~(2) Any person who elects to appear before a designated official to present evidence waives his or her right to pay the fine cited on the ticket. The official, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty or the fine amount designated on the ticket, plus court costs.~~

~~(d) Failure to pay fine. If the fine is not paid within 30 days from issuance, and no appeal is filed, then the appearance before the county court of persons who fail to comply with the provisions of this division will be compelled by the issuance of a summons by the deputy clerk of the court for the county of the Fifth Judicial Circuit. A warrant shall be issued by the court for the arrest of any person who fails to appear in response to such summons.~~

~~Sec. 66-64. Reserved.~~

~~Sec. 66-65. Immobilization of vehicles.~~

~~(a) Any police officer of the city is authorized to attach a device that is capable of immobilizing a motor vehicle so that it cannot be moved under its own power without damage to such motor vehicle, when three or more parking citations for unlawful or illegal parking involving the motor vehicle have been outstanding for more than 30 days and have not been disposed of by payment of the fines as provided by this article.~~

~~(b) The immobilizing device shall be attached to the motor vehicle at the place where it is found, except that no motor vehicle shall be immobilized within the traveled portion of any street or any portion of a street when immobilization at such place would create a hazard to the public or to traffic on the street. At the same time as the immobilizing device is attached to the motor~~

~~vehicle, a notice shall be affixed to the windshield or other prominent place on the motor vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the motor vehicle while the immobilizing device has been so attached, and informing the owner or operator of the motor vehicle of the number and age of, and total fines and charges assessable under, the citations for which the motor vehicle is immobilized, including the removal charge for the removal of the immobilizing device, and where the owner must go in order to pay the fines and charges and have the immobilizing device removed from the motor vehicle.~~

- ~~(c) The immobilizing device shall be removed from the motor vehicle upon payment of the total fines and late payment charges assessed against the owner of the vehicle. The police officer may approve the removal of the immobilizing device upon obtaining satisfactory arrangements for the stated fines and late charges or upon the owner posting bond for a hearing.~~
- ~~(d) The police officer may tow or cause to be towed and impound any motor vehicle immobilized under this article if payment for fines and late payments or satisfactory arrangements in lieu thereof have not been paid or obtained within 24 hours of the attaching of the immobilizing device. All expenses for towing or impounding shall be borne by the owner of the vehicle.~~

~~Sec. 66-66. Reserved.~~



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Dunnellon's website by the time notice of the proposed ordinance is published.

ORDINANCE #ORD2025-12

AN ORDINANCE OF THE CITY OF DUNNELLO, FLORIDA, AMENDING CHAPTER 66, ARTICLE II, DIVISION 1 OF THE CITY'S CODE OF ORDINANCES BY ADOPTED REVISED GENERAL PARKING REGULATIONS; DELETING CHAPTER 66, ARTICLE II, DIVISION 2 OF THE CITY'S CODE OF ORDINANCES IN ITS ENTIRETY AND ADOPTING UPDATING PARKING REGULATIONS PERTAINING TO ENFORCEMENT IN ITS PLACE; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

¹ See Section 166.041(4)(c), Florida Statutes.

- a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243.
- b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts.
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

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

Within the recitals of the ordinance, the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to adopt the proposed ordinance which comprehensively updates and modernizes the City's parking regulations to reflect current enforcement practices and technological capabilities. The ordinance establishes clear definitions, streamlined enforcement procedures, and a transparent administrative hearing process through a hearing officer system. Key updates include provisions for camera-enforced parking in public paid parking areas, detailed procedures for issuing parking tickets and invoices, expanded payment options, formalized review and hearing processes, and updated penalty structures. These amendments serve the public interest by modernizing outdated regulations, improving administrative efficiency, enhancing due process protections for vehicle owners, and establishing consistent enforcement standards that promote fair and equitable treatment of all motorists while maintaining public access to parking resources.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;

Minimal direct compliance costs are anticipated for most businesses. Businesses operating in areas with metered or regulated parking will need to ensure their employees, customers, and delivery vehicles comply with posted parking regulations, which represents no change from current requirements. The ordinance's clarified definitions and procedures may actually reduce compliance costs by eliminating ambiguity about parking requirements. Businesses utilizing parking for commercial purposes (deliveries, customer parking, etc.) will benefit from clearer guidelines and more predictable enforcement.

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

The ordinance does not impose new charges or fees on businesses. Existing parking fines are maintained with updated penalty structures that reflect current enforcement practices. The ordinance establishes maximum penalty amounts consistent with Florida Statutes, with fees applying only to violators and not representing new costs to compliant businesses. Businesses will not be charged for the implementation or operation of the parking enforcement system.

- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The ordinance is expected to improve enforcement efficiency and collection rates for existing parking violations. Implementation costs will include camera enforcement technology and software systems, offset by improved collection of outstanding fines and reduced administrative costs through the hearing officer system versus county court proceedings. Enhanced enforcement capabilities and streamlined collection procedures will improve the City's ability to collect outstanding fines, generating modest additional revenue to support parking infrastructure maintenance and improvements.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The ordinance will have minimal negative impact on businesses and may provide positive benefits to many. Approximately 150-200 businesses in the City's downtown and commercial areas benefit from regulated parking that ensures customer access and turnover in metered spaces. Retail businesses, restaurants, and service providers will benefit from improved parking availability as enhanced enforcement reduces unauthorized long-term parking by non-customers. No businesses are expected to experience significant negative impacts, as the ordinance primarily updates enforcement procedures rather than restricting parking availability or imposing new operational requirements on businesses.

4. Additional information the governing body deems useful (if any):

This ordinance represents a comprehensive modernization of parking enforcement regulations that have not been substantially updated in many years. The updates reflect best practices adopted by municipalities throughout Florida and incorporate technological advances in parking management. Key improvements include:

Enhanced Due Process: The ordinance establishes clear procedures for contesting tickets, requesting reviews, and obtaining hearings before an impartial hearing officer, providing vehicle owners with better protections and more accessible appeal mechanisms than the previous court-based system.

Technological Modernization: Camera-enforced parking provisions allow the City to efficiently monitor public paid parking lots with limited staff resources while maintaining 30-minute grace periods and clear signage requirements to ensure fairness.

Administrative Efficiency: Transitioning from county court proceedings to an administrative hearing officer system reduces costs for both the City and vehicle owners, speeds resolution of disputes, and reduces burden on the judicial system.

Graduated Penalties: The penalty structure includes escalating fines for repeat offenders and habitual violators, encouraging compliance while providing proportionate consequences for continued violations.

Revenue Management: Improved enforcement capabilities and streamlined collection procedures will enhance the City's ability to collect outstanding fines, with provisions for sending delinquent accounts to collections when necessary.

Public Safety: Provisions allowing immobilization and impoundment of vehicles with multiple outstanding violations serve public safety by addressing chronic violators who disregard parking regulations.

The ordinance has been drafted to comply fully with Florida Statutes Chapter 316 governing parking enforcement and Chapter 162 authorizing code enforcement procedures. Implementation will include public education efforts to inform residents and businesses about the updated procedures and available payment options.

City of Dunnellon Agenda Summary Form

Meeting Date: December 1, 2025

1. Responsible Dept.: Public Works

2. Presenter: Chad Ward, Public Works Manager

3. Recommended Action: Place 8' high fence on North and South side of 484 along Rainbow River and CR 484 bridge.

Subject: Rainbow River CR 484 bridge fence project

Request for Approval Summary Explanation & Background:

Staff is seeking approval to move forward with the acceptance of one of two bids that were received to install fencing on the West side of the CR 484 bridge on both the North and South sides of the Rainbow River.

The purpose of this project is to prevent unauthorized access that leads to damage of the bridge structure, trespassing, and loitering beneath the bridge from the west side of the river. Installing this fence will improve safety, protect infrastructure, and preserve the environmental integrity of the area.

Bids: (2)

Delamere Industries – Total price of \$23,700.00

Trueline Construction LLC – Total price of \$ 19,065.00

Procurement Method: Quotes

Fiscal Information: Not provided for in FY 2026 Budget

Attorney Review: N/A

City of Dunnellon Agenda Summary Form

Meeting Date: December 10, 2025

1. Responsible Department: Community Development
2. Presenter: Will Ary, Community Development Manager
3. Recommended Action: Authorize the Mayor to execute Agreement #AGR2025-23 with Deckard Technologies, Inc. for Short Term Rental identification and monitoring services

Subject: Contract with Deckard Technologies for Rentalscape Short Term Rental Data Services

Request for Approval Summary Explanation & Background:

The City of Dunnellon currently uses Local Gov to manage Short Term Rental (STR) registration. As part of that contract, Local Gov provided access to Rentalscape, a patented software system developed by Deckard Technologies, Inc., which monitors and identifies active and inactive STRs within the city.

Local Gov has notified the City that they will no longer serve as an intermediary for the Rentalscape data service. To maintain uninterrupted access to this critical compliance monitoring tool, the City must now contract directly with Deckard Technologies, Inc.

Current STR Program:

The City currently has 109 Short-Term Rentals within city limits. The Rentalscape software provides essential data that allows staff to:

- Identify active STR listings on various platforms
- Monitor compliance with registration requirements
- Detect unregistered/non-compliant STRs
- Track STR activity trends within the city

Proposed Contract:

Deckard Technologies, Inc. will provide the same Rentalscape data services previously accessed through Local Gov. The transition will occur upon execution of the new agreement, ensuring no gap in service or monitoring capability.

Contract Terms:

- Term: One (1) year
- Annual Cost: \$5,000
- Services: Rentalscape STR monitoring and compliance data

This direct contract maintains the same level of service and cost structure as the previous arrangement through Local Gov, while ensuring continued compliance monitoring for the City's STR program.

Staff recommends approval of the contract with Deckard Technologies, Inc. for continued STR monitoring services.

Procurement Method: Sole source - Rentalscape is a patented software system exclusively provided by Deckard Technologies, Inc.

Fiscal Information:

Annual Contract Cost: \$5,000

Current Cost (through Local Gov): \$5,000

Net Fiscal Impact: \$0 (no cost increase)

Attorney Review: Attorney Hand will review the contract prior to execution.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between **Deckard Technologies, Inc.**, a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and **City of Dunnellon, Florida**, Florida municipal Corporation ("Client"), having its principal offices at 20750 River Drive, Dunnellon, FL. 34431.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform"); and

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof.

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

(1) Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

(2) Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

(1) Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

(2) Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 45 days of Client's receipt of such invoice in accordance with Florida's Prompt Payment Act.

(3) Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

(1) The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

(2) **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

(3) **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

(4) **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. Cooperation. Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. Deckard Personnel. Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. Relationship of the Parties. Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. Representations and Warranties.

(1) Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

(2) Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies. Deckard expressly acknowledges that Client is obligated to comply with Florida's Public Records Laws.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO

THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Florida except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in in Marion County, Florida or the Florida Middle District. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, 10 through 22, and 28 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Both parties agree that the occurrence of a dispute shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

Mandy Odom, City Clerk
20750 River Drive
Dunnellon, Florida 34431
modom@dunnellon.org
(352) 465-8500

In the case of Deckard:

Nickolas R. Del Pego, CEO
1620 Fifth Ave. Suite 400
San Diego, CA 92101
admin@deckard.com
(619) 501-4208

23. Public Entity Crime. Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with Client, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Deckard hereby affirms that neither Deckard nor any of Deckard's affiliates or subcontractors are on the convicted vendor list. Deckard shall notify Client immediately if Deckard, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. Deckard acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

24. Scrutinized Companies. Pursuant to § 287.135, *Florida Statutes*, Deckard hereby certifies that Deckard is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Deckard further agrees that Deckard will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Deckard certifies that none of Deckard's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Deckard, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, Deckard shall immediately notify Client. Deckard acknowledges that failure to comply with this provision, including any false certification, may subject Deckard to civil penalties, termination of the Contract, and other remedies available under the law.

25. Employment Eligibility Verification. Pursuant to § 448.095(5), *Florida Statutes*, Deckard is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Deckard shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. Deckard shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. Deckard shall retain a copy of the affidavit for the duration of this Agreement and provide it to Client upon request. Deckard hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Deckard shall provide evidence of such registration and compliance. Deckard acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

26. Foreign Country of Concern Attestation. If the services performed pursuant to this Agreement grants Deckard access to any individual's personal identifying information, as defined in § 501.171, *Florida Statutes*, as may be amended, then prior to commencing any services, Deckard agrees to provide Client with an executed "Foreign Country of Concern Attestation" form, attached hereto as **Exhibit B**, and incorporated herein by reference. Through this attestation, Deckard affirms that it is not owned, controlled, organized under, or primarily operating in a Foreign Country of Concern, in accordance with § 287.138, *Florida Statutes*.

27. Human Trafficking Affidavit. Deckard hereby certifies that Deckard does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that Deckard has

provided to Client the Human Trafficking Affidavit, attached hereto as **Exhibit C**, and incorporated herein by reference.

28. Public Records.

(a) Pursuant to § 119.0701, *Florida Statutes*, Deckard agrees to:

(1) Keep and maintain public records in the Deckard's possession or control in connection with Deckard's performance of services under this Agreement.

(2) Upon request from Client's custodian of public records, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to Client.

(4) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to Client, all public records in Deckard's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, Deckard shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(5) Provide Client, upon request from Client's custodian of public records and in a format compatible with Client's information technology systems, all records stored electronically.

(b) Any compensation due to Deckard shall be withheld until all applicable records are received as provided herein.

(c) Deckard's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Client and/or any other remedy as provided by law.

(d) **IF DECKARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS: (352) 465-8500; MODOM@DUNNELLON.ORG; 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431.**

[Signatures on Following Page]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below.

DECKARD TECHNOLOGIES, INC.

CLIENT

By:  04F712E8F9F84B6...
Print Name: Thomas Hemmings
Date: 12/9/2025
Title: Chief Financial officer

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

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and City of Dunnellon, FL dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the City of: Dunnellon in the State of FL based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1.** Information on STRs currently active in the Designated Geography;
 - 1.2.** The aggregate revenue from actively listed bookings;
 - 1.3.** The average number of nights booked per reservation;
 - 1.4.** The major platforms used by STR hosts;
 - 1.5.** Average daily rates;
 - 1.6.** Booking trends during the Reporting Period;
 - 1.7.** Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1.** Listings or advertisements that do not include an STR permit number;
 - 1.7.2.** Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3.** Properties advertised as STRs that are only permitted as long-term rentals;
 - 1.8.** Identify the actively listed STRs by month and address;
 - 1.9.** The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
 - 1.10.** List the property owners; and
 - 1.11.** List the permit history of each property offering STRs in the Designated Geography.
- 2. Designated Geography.** City of Dunnellon, FL

3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.

4. **Fees; Payments.**

- 4.1. Annual Software Subscription: \$5,000 (Identification, Compliance Monitoring and Rental Activity based on properties that are listed in Rentalscape as identified STRs).
- 4.2. Outreach Campaign: Included to drive compliance. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.
- 4.3. STR Registration/Licensing Portal: DECLINED. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.
- 4.4. Tax Collection Portal: NA. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.
- 4.5. Optional Expert Services upon Request by the City/County are available at \$250 per hour.
- 4.6. Online Complaint Form: DECLINED Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.
- 4.7. 24/7 Live Hotline. DECLINED Live answered Hotline that can dispatch to responsible parties depending on identified call flow.
- 4.8. Public Facing Portal. DECLINED. Public Facing Portal to be hosted on City site illustrating permitted STR properties in the City with Parcel Number, Permit Number and Responsible Party Contact information per City guidelines.
- 4.9. Maximum Price: In no event will the total subscription fees in the first year exceed \$5,000. Future years' renewals will be subject to an annual increase not to exceed 5% per annum.
- 4.10. Timing: Client will pay the annual subscription fees within 45 days of receipt of invoices from Deckard in accordance with Florida's Prompt Payment Act. All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

By:  04F712E8F9F84B6...
Print Name: Thomas Hemmings
Date: 12/9/2025
Title: Chief Financial officer

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

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Deckard is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Signature: Click or tap here to enter text.

Date: Click or tap here to enter text.

EXHIBIT C

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Dunnellon** (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Deckard Technologies, Inc.

Authorized Signature

Date

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of ☐ physical presence or ☐ online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 202____.

(stamp)

NOTARY PUBLIC



Professional Services Agreement

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Mandy Odom
City of Dunnellon

Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made and entered into on the 1st day of January 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Dunnellon a Florida municipality corporation having its principal place of business at 20750 River Drive, Dunnellon, Florida 34431 (“Customer”).

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within forty-five (45) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within forty-five (45) days after the receipt of such invoice, Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, will seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney’s fee, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential (“Confidential Information”). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

Professional Services Agreement

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 30 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a twelve (12) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive twelve (12) month periods for three (3) additional years, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

Professional Services Agreement

8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:

Mayor
City of Dunnellon
20750 River Drive, Dunnellon, Florida 34431

9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

12. PUBLIC ENTITY CRIME

Pursuant to § 287.133, Florida Statutes, no person or affiliate, as defined in § 287.133, Florida Statutes, shall be allowed to contract with Customer, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Azavar hereby affirms that neither Azavar nor any of Azavar's affiliates or subcontractors are on the convicted vendor list. Azavar shall notify Customer immediately if Azavar, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. Azavar acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

13. SCRUTINIZED COMPANIES

Pursuant to § 287.135, Florida Statutes, Azavar hereby certifies that Azavar is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Azavar further agrees that Azavar will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, Florida Statutes, a company" includes" all wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Azavar certifies that none of Azavar's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Azavar, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, Azavar shall immediately notify Customer. Azavar acknowledges that failure to comply with this provision, including any false certification, may subject Azavar to civil penalties, termination of the Contract, and other remedies available under the law.

14. EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to § 448.095(5), Florida Statutes, Azavar is required to use the U. S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Azavar shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. Azavar shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, Florida Statutes. Azavar shall retain a copy of the affidavit for the duration of this Agreement and provide it to Customer upon request. Azavar hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, Florida Statutes. Upon request, Azavar shall provide evidence of such registration and compliance. Azavar acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

15. FOREIGN COUNTRY OF CONCERN ATTESTATION.

If the services performed pursuant to this Agreement grants Azavar access to any individual's personal identifying information, as defined in § 501.171, Florida Statutes, as may be amended, then prior to commencing any services, Azavar agrees to provide Customer with an executed "Foreign Country of Concern Attestation" form, attached hereto as Exhibit "C", and incorporated herein by reference. Through this attestation, Azavar affirms that it is not owned, controlled, organized under, or primarily operating in a Foreign Country of Concern, in accordance with § 287.138, Florida Statutes.

16. HUMAN TRAFFICKING AFFIDAVIT.

Azavar hereby certifies that Azavar does not use coercion for labor or services, as defined in § 787.06, Florida Statutes, and that Azavar has provided to Customer the Human Trafficking Affidavit, attached hereto as Exhibit "D", and incorporated herein by reference.

17. PUBLIC RECORDS.

a) Pursuant to § 119.0701, Florida Statutes, Azavar agrees to:

1) Keep and maintain public records in the Azavar's possession or control in connection with Azavar's performance of services under this Agreement.

2) Upon request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.

3) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to Customer.

4) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to Customer, all public records in Azavar's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, Azavar shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

5) Provide Customer, upon request from Customer's custodian of public records and in a format compatible with Customer's information technology systems, all records stored electronically.

b) Any compensation due to Azavar shall be withheld until all applicable records are received as provided herein.

c) Azavar's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Customer and/or any other remedy as provided by law.

d) IF AZAVAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS: (352) 465-8500; MODOM@DUNNELLON.ORG; 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431.

18.COMplete AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida and the parties hereby consent to the jurisdiction of the courts of the State of Florida.

Azavar Audit Solutions, Inc

City of Dunnellon

Print Name: Jason Perry

Print Name:

Signature:

Signature:

Title: President

Title:



Exhibit A - Statement of Work 1

Azavar Agreement

Created by:

Tom Fagan

Azavar

Prepared for:

Mandy Odom

City of Dunnellon

Exhibit A – Statement of Work 1

This Statement of Work (“Statement of Work”) is made and entered into on this 1st day of January 2026 by and between Azavar Audit Solutions, Inc.’s affiliate, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Dunnellon, a Florida municipality corporation having its principal place of business at 20750 River Drive, Dunnellon, Florida 34431 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 1st day of January 2026.

- 1. REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- I. Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and shall present any recommendations (“Findings”) to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of the Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- II. ii. Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services.**
 - I.** 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
 - II.** Cyber liability insurance coverage and NACHA and PCI compliance;
 - III.** Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
 - IV.** One (1) business day response time to support inquiries;
 - V.** Ongoing adoption program to facilitate 100% adoption of Localgov software by Customer End Users.
 - VI.** Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User.

Exhibit A – Statement of Work 1

2. IMPLEMENTATION AND USE OF AZAVAR SOFTWARE

2.1 Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expenses, proceeds, monies owed, or fees, (collectively “Taxes”) and revenue monitoring, management, and reporting software (“Azavar Software” or “Software”). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work: (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer’s existing database and/or enterprise resource planning (“ERP”) systems, wherein the Azavar Software is accessible on Customer’s official website to users of Customer’s website (“End Users”) in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar’s blended hourly rate for said services is \$150.00/hour for the 2023 Calendar Year) at Azavar’s then current rate schedule; and,

2.2 Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments and shall be included in the fee per filing set forth below or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. Azavar shall assess fees for processing electronic payments per transaction which shall not exceed 1.95% and shall be absorbed by Customer.

2.3 ONBOARDING AND ADDITIONAL SERVICES

2.3.1 Onboarding Services: Azavar commits to providing the following comprehensive onboarding services for the Customer:

- **Standard Onboarding Inclusions:**
 - Digitization of all forms, inclusive of testing and implementing ongoing Customer and End User feedback.
 - Drafting a letter and email blast to taxpayers regarding notification of new online procedures.
 - Deployment management of the Customer Localgov portal and forms.
 - Welcome meeting, creation of a Customer onboarding playbook, and ongoing project management.
 - Execution of the ongoing Adoption Program for 100% platform adoption.
 - Enrollment assistance in payment processor.
 - Customer business data aggregation and data migration facilitation to the Localgov platform.
 - Configuration of historical delinquencies and form submission requirements post-launch.
 - One (1) onsite or remote training session for Customer staff on the application. Service includes drafting of presentation slide deck. The specifics of the onsite location, date, time, and duration shall be mutually agreed upon by Customer and Azavar. Any travel expenses incurred by Azavar for onsite training will be billed separately to the Customer.
 - One (1) onsite or remote demonstration and training session for Customer End Users and taxpayers. Service includes drafting of presentation slide deck. The particulars of the onsite location, date, time, and duration will be mutually decided upon by Customer and Azavar. Any travel expenses incurred by Azavar for onsite training will be billed separately to the Customer.
 - Optional setup of an on-site kiosk within Customer facilities, with the kiosk billed separately. Azavar staff will facilitate remote kiosk setup in collaboration with designated Customer staff member.

2.3.2 Additional Charges: Azavar may provide the following professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$150.00/hour for the 2023 Calendar Year) at Azavar's then current rate schedule. Azavar will only execute the following services if requested by the Customer.

- Dispatching of taxpayer letters by Azavar will incur a charge of \$10 per mailing, covering supplies, labor, and mailing costs.
- Custom reports and integrations with third-party software are not included in the standard onboarding services will be scoped and estimated post a detailed elaboration call with Customer. Upon Customer approval, these projects will be billed on a time and materials basis.
- Additional training sessions, beyond the one End User and one Customer staff training provided, will be charged on a time and materials basis.
- Additional marketing materials, beyond the one End User training presentation, one Customer staff training presentation, one email blast, and one taxpayer letter, will be charged on a time and materials basis.

2.3.3 Exclusions from Onboarding: Custom reports, custom third-party software integrations, additional training sessions, additional marketing materials, and kiosk product are expressly excluded from the onboarding fee. These services will be separately scoped and billed as per the stipulations in subsection (b).

2.3.4 Additional Service Requests: Services requested by the Customer that fall outside the scope of the onboarding services outlined in subsection (a) will be provided on a time and materials basis at the rate of \$150.00/hour for the 2023 Calendar Year.

3. END USER LICENSE AGREEMENT

3.1 Software License. Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections. The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

3.2 Sublicense: The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for the purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a user name and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing, payment, and collection of Taxes and revenue due to Customer.

3.3 Customer Data: Azavar acknowledges that the data provided by the Customer ("Customer Data") during the use and implementation of the Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports ("Azavar Data") from the Customer Data with Azavar's various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns any rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.

Exhibit A – Statement of Work 1

3.4 Duration, Fee, and Term:

3.4.1 Duration: The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Terms to use, install, implement and deploy the Azavar Software at the license fee set forth below.

3.4.2 Fee:

3.4.2.1 Onboarding Fee: Customer shall pay a one-time onboarding service fee of thirty five hundred dollars (\$3,500) upon execution of this Statement of Work.

3.4.2.3 Registration Module License Fee: Customer shall pay a fixed annual service/license fee of \$3,500 for registrations on an Annual basis. If the number of applications submitted and certificates issued exceeds the annual estimate, Customer shall pay Azavar \$25.00 per application and \$15.00 per certificate issues for the additional submissions.

3.4.3 Billing: Billing of the service/license fee shall start upon the contract start date. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each, but not limited to, Customer Tax and Fee and Registration upon execution of this Statement of Work. The per filing fee of twelve dollars (\$12.00), per application fee of twenty five dollars (\$25.00), and per certificate fee of fifteen dollars (\$15.00) is guaranteed for three contract years. Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules. All services are billed quarterly.

4. LICENSE, PERMITS, AND/OR APPROVALS

4.1 Azavar and Customer will work together to obtain such licenses, permits, and/or approvals (“Approvals”) as necessary and required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

5. INDEMNITY

5.1 For Azavar: Azavar shall indemnify and hold harmless Customer and its officers, officials, and employees from any liability for damage or claims for personal injury, as well as from claims of breach of confidentiality, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Azavar, its officers, agents and employees under this Statement of Work.

6. INTELLECTUAL PROPERTY

6.1 Ownership: Azavar owns all rights in and to the Azavar Software as well as all modifications and amendments necessary for implementation of Azavar Software. In the event that it should be determined that any Azavar Software or related documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

6.2 Proprietary Information: As used herein, the term “Proprietary Information” means any information which relates to Azavar’s Software, audit processes or related services, techniques, or general business processes. Customer shall hold in confidence and shall not disclose to any other party any Proprietary Information in connection with this Statement of Work, or otherwise learned or obtained by the Customer through implementation of the Azavar Software.

Exhibit A – Statement of Work 1

7. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

Azavar Audit Solutions, Inc

Print Name: Jason Perry

Title: President

Signature:

City of Dunnellon

Print Name:

Title:

Signature:

RESOLUTION #RES2025-44

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, DECLARING PROPERTY OWNED BY THE CITY, PROPERTY ID NO. 3350-071-00 LOCATED ON POWELL ROAD AS SURPLUS AND PROVIDING FOR DISPOSAL THEREOF.

WHEREAS, The City of Dunnellon owns property assigned Parcel Id No. 3350-071-00 by the Marion County Property Appraiser, which is located on Powell Road within the corporate limits of the City of Dunnellon; and

WHEREAS, the City Council has determined the property will not be utilized by the City for a general public purpose, and wishes to declare such property as surplus; and

WHEREAS, the disposal of the city owned property will eliminate the costs required for maintenance, relieve the city of liability, and place the property back on the tax rolls; and

WHEREAS, the City Council of the City of Dunnellon is considering declaring said property as “Surplus Property” for the purpose of disposal of said property; and

NOW, THEREFORE, be it resolved by the City Council of the City of Dunnellon, Florida, that the subject property shall be declared as surplus and will be listed with a real estate agent for sale with an asking price of \$90,000.

Section 1. Findings. The Whereas clauses cited herein are the legislative findings of the City Council.

Section 2. Declaration of Surplus Property. The City Council declares Property Id. No. 3350-071-00 to be “Surplus Property.”

Section 3. Severability. If any portion of this 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 4. Conflicts. All resolutions and parts of resolution in conflict with this Resolution are hereby repealed.

Section 5. Effective Date. This Resolution shall become effective upon adoption. Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 10th day of December 2025.

ATTEST:

CITY OF DUNNELLON, FLORIDA

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to form and legality:

Andrew J. Hand, City Attorney

RESOLUTION #RES2025-45

**A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA,
DECLARING CERTAIN PROPERTY AS SURPLUS AND
PROVIDING FOR DISPOSAL THEREOF.**

WHEREAS, The City of Dunnellon has certain property that is considered as surplus; and

WHEREAS, The City of Dunnellon wishes to dispose of said property by the disposal method listed below.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dunnellon, Florida, on this 10th day of December 2025, that:

1. The property outlined below is declared as surplus and shall be disposed of through the sealed bid process.
 - 2024 Vetted LITE LPR Speed Trailer with Vetted L5F Camera Enclosure and Upgraded Flashing Speed Display
2. The property outlined in Exhibit A is declared as surplus and shall be disposed of via Weeks Auction Co. of Ocala located at 4851 FL-40, Ocala FL 34482.

Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 10th day of December 2025.

ATTEST:

CITY OF DUNNELLON, FLORIDA

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to form:

Andrew J. Hand, City Attorney

First Draft Council Workshop December 1, 2025
Second Draft Council Meeting December 10, 2025

**Resolution
EXHIBIT A**

[illegible]

RESOLUTION #RES2025-46

**A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA,
AMENDING THE DUNNELLON COMMUNITY REDEVELOPMENT
PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Dunnellon adopted Ordinance 93-11 on May 24, 1993, declaring certain areas of the City in need of redevelopment consistent with Chapter 163, Part III, *Florida Statutes*; and

WHEREAS, the City of Dunnellon adopted Ordinance 00-3 establishing the Dunnellon Community Redevelopment Agency (“CRA”); and

WHEREAS, the City of Dunnellon subsequently created the Dunnellon Community Redevelopment Plan (“CRA Plan”) for its CRA; and

WHEREAS, the City of Dunnellon has amended its CRA Plan as needed; and

WHEREAS, the CRA Board recommended the City update its CRA Plan as set forth herein pursuant to the requirements of Chapter 163, Part III, *Florida Statutes*; and

WHEREAS, it is necessary to update the “Current and Future Capital Improvements in the CRA” section of the CRA Plan to add prospective projects; and

WHEREAS, the City Council adopted Ordinance #ORD2024-09 which addressed amendments to the Community Redevelopment Plan being established via resolution; and

WHEREAS, the City of Dunnellon provided notice to taxing authorities in accordance with the requirements of s. 163.346, *Florida Statutes* prior to adoption of this resolution; and

WHEREAS, the City Council of the City of Dunnellon caused to be advertised a Public Hearing consistent with s. 163.361(2), *Florida Statutes*, as it relates to its intent to modify the Dunnellon Community Redevelopment Plan; and

WHEREAS, the City Council finds that this Resolution and the amendments to the CRA Plan as proposed herein, serve a legitimate governmental purpose and are in the best interests of the public health, safety, and welfare of the citizens of Dunnellon, Florida.

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

SECTION 1. LEGISLATIVE FINDINGS. The foregoing recitals are hereby adopted as the legislative findings of the City Council of the City of Dunnellon, Florida.

Section 2. CRA PLAN AMENDMENT. The City Council hereby amends the CRA Plan per the deletions and additions contained in Exhibit “A” attached hereto. Within Exhibit “A,” underlined words constitute additions to the CRA Plan, ~~striketrough~~ constitutes deletions from the original, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

SECTION 4. CONFLICTS. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DONE AND RESOLVED in regular session of the City Council of Dunnellon this 10th day of December 2025.

CITY OF DUNNELLON, FLORIDA

ATTEST:

Walter L. Green, Mayor

Amanda L. Odom, CMC, City Clerk

Approved as to Form:

Andrew J. Hand, City Attorney

EXHIBIT A

AMENDMENT 1: Table 7 of Section 2, “Current and Future Capital Improvements” shall be amended as follows. Underlined words constitute additions, and ~~striketrough~~ constitutes deletions from the original:

Table 7 shows planned ~~capital~~ redevelopment projects to be completed within the CRA. Estimated costs may differ from final amounts as projects are designed, bid, and completed. As long as projects conform to the Goals & Objectives in Chapter 3, some project features may be altered, added, or deleted.

Table 7. Planned Redevelopment Projects	Est. Cost	Estimated Time Frame (1)
1. Parking Meters/Kiosks Install parking meters/kiosks and associated improvements at City Hall, Datesman Overflow and Blue Run Park	~50,000	2025-2027
2. Road Improvement Projects (including, but not limited to portions of Chestnut St., Park Ave., Delaware St., Hale St.)	~\$700,000	2025-2027
3. Parking lot improvements Improve City Lots (including, but not limited to police, fire, boat overflow, and City lot next to Southern Palate Restaurant)	~\$100,000	2024-2027
<u>4. Rainbow River Bridge Safety Improvement Project</u> <u>Install fencing on the north and south of the west end of the County Road 484 Rainbow River Bridge</u>	~25,000	<u>2025-2026</u>

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between **Deckard Technologies, Inc.**, a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and **City of Dunnellon, Florida**, Florida municipal Corporation ("Client"), having its principal offices at 20750 River Drive, Dunnellon, FL. 34431.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform"); and

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof.

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

(1) Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

(2) Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

(1) Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

(2) Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 45 days of Client's receipt of such invoice in accordance with Florida's Prompt Payment Act.

(3) Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

(1) The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

(2) **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

(3) **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

(4) **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. Cooperation. Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. Deckard Personnel. Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. Relationship of the Parties. Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. Representations and Warranties.

(1) Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

(2) Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies. Deckard expressly acknowledges that Client is obligated to comply with Florida's Public Records Laws.

11. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO

THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

12. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

13. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

14. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Florida except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in in Marion County, Florida or the Florida Middle District. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

15. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

16. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, 10 through 22, and 28 will survive such termination.

17. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

18. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

19. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

20. Dispute Resolution. In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Both parties agree that the occurrence of a dispute shall not interfere with either party's performance or other obligations under this Agreement.

21. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

22. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

Mandy Odom, City Clerk
20750 River Drive
Dunnellon, Florida 34431
modom@dunnellon.org
(352) 465-8500

In the case of Deckard:

Nickolas R. Del Pego, CEO
1620 Fifth Ave. Suite 400
San Diego, CA 92101
admin@deckard.com
(619) 501-4208

23. Public Entity Crime. Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with Client, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Deckard hereby affirms that neither Deckard nor any of Deckard's affiliates or subcontractors are on the convicted vendor list. Deckard shall notify Client immediately if Deckard, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. Deckard acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

24. Scrutinized Companies. Pursuant to § 287.135, *Florida Statutes*, Deckard hereby certifies that Deckard is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Deckard further agrees that Deckard will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Deckard certifies that none of Deckard's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Deckard, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, Deckard shall immediately notify Client. Deckard acknowledges that failure to comply with this provision, including any false certification, may subject Deckard to civil penalties, termination of the Contract, and other remedies available under the law.

25. Employment Eligibility Verification. Pursuant to § 448.095(5), *Florida Statutes*, Deckard is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Deckard shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. Deckard shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. Deckard shall retain a copy of the affidavit for the duration of this Agreement and provide it to Client upon request. Deckard hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Deckard shall provide evidence of such registration and compliance. Deckard acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

26. Foreign Country of Concern Attestation. If the services performed pursuant to this Agreement grants Deckard access to any individual's personal identifying information, as defined in § 501.171, *Florida Statutes*, as may be amended, then prior to commencing any services, Deckard agrees to provide Client with an executed "Foreign Country of Concern Attestation" form, attached hereto as **Exhibit B**, and incorporated herein by reference. Through this attestation, Deckard affirms that it is not owned, controlled, organized under, or primarily operating in a Foreign Country of Concern, in accordance with § 287.138, *Florida Statutes*.

27. Human Trafficking Affidavit. Deckard hereby certifies that Deckard does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that Deckard has

provided to Client the Human Trafficking Affidavit, attached hereto as **Exhibit C**, and incorporated herein by reference.

28. Public Records.

(a) Pursuant to § 119.0701, *Florida Statutes*, Deckard agrees to:

(1) Keep and maintain public records in the Deckard's possession or control in connection with Deckard's performance of services under this Agreement.

(2) Upon request from Client's custodian of public records, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to Client.

(4) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to Client, all public records in Deckard's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, Deckard shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(5) Provide Client, upon request from Client's custodian of public records and in a format compatible with Client's information technology systems, all records stored electronically.

(b) Any compensation due to Deckard shall be withheld until all applicable records are received as provided herein.

(c) Deckard's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Client and/or any other remedy as provided by law.

(d) **IF DECKARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLIENT'S CUSTODIAN OF PUBLIC RECORDS: (352) 465-8500; MODOM@DUNNELLON.ORG; 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431.**

[Signatures on Following Page]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below.

DECKARD TECHNOLOGIES, INC.

CLIENT

By:  04F712E8F9F84B6...
Print Name: Thomas Hemmings
Date: 12/9/2025
Title: Chief Financial officer

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

EXHIBIT A

STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and City of Dunnellon, FL dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the City of: Dunnellon in the State of FL based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
 - 1.2. The aggregate revenue from actively listed bookings;
 - 1.3. The average number of nights booked per reservation;
 - 1.4. The major platforms used by STR hosts;
 - 1.5. Average daily rates;
 - 1.6. Booking trends during the Reporting Period;
 - 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
 - 1.8. Identify the actively listed STRs by month and address;
 - 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
 - 1.10. List the property owners; and
 - 1.11. List the permit history of each property offering STRs in the Designated Geography.
- 2. Designated Geography.** City of Dunnellon, FL

3. Reporting Period. Reports available in the Rentalscape Platform throughout the year.

4. Fees; Payments.

- 4.1.** Annual Software Subscription: \$5,000 (Identification, Compliance Monitoring and Rental Activity based on properties that are listed in Rentalscape as identified STRs).
- 4.2.** Outreach Campaign: Included to drive compliance. Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.
- 4.3.** STR Registration/Licensing Portal: DECLINED. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.
- 4.4.** Tax Collection Portal: NA. Develop and host an online portal for Tax collection on a monthly or quarterly basis depending on the needs of the City/County with Stripe payment interface with daily reconciliation to finance.
- 4.5.** Optional Expert Services upon Request by the City/County are available at \$250 per hour.
- 4.6.** Online Complaint Form: DECLINED Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.
- 4.7.** 24/7 Live Hotline. DECLINED Live answered Hotline that can dispatch to responsible parties depending on identified call flow.
- 4.8.** Public Facing Portal. DECLINED. Public Facing Portal to be hosted on City site illustrating permitted STR properties in the City with Parcel Number, Permit Number and Responsible Party Contact information per City guidelines.
- 4.9.** Maximum Price: In no event will the total subscription fees in the first year exceed \$5,000. Future years' renewals will be subject to an annual increase not to exceed 5% per annum.
- 4.10.** Timing: Client will pay the annual subscription fees within 45 days of receipt of invoices from Deckard in accordance with Florida's Prompt Payment Act. All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

By:  04F712E8F9F84B6...
Print Name: Thomas Hemmings
Date: 12/9/2025
Title: Chief Financial officer

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

EXHIBIT B
FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Deckard is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Signature: Click or tap here to enter text.

Date: Click or tap here to enter text.

EXHIBIT C

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Dunnellon** (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Deckard Technologies, Inc.

Authorized Signature

Date

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and sworn before me by means of ☐ physical presence or ☐ online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 202____.

(stamp)

NOTARY PUBLIC