Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
City Council Meeting
July 16, 2025, 5:30 PM

Dunnellon City Council meeting will be held on July 16, 2025, 5:30 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, July 9, 2025. The agenda was amended on July 10th to add minutes to Consent and backup to item #5b.

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:
March 3 2025 Workshop.pdf
March 10 2025 Special Workshop.pdf
March 12 2025 Meeting.pdf

March 20 2025 Special Meeting.pdf

Approve City Clerk Annual Evaluation and Budgeted Merit Increase

Documents:
City Clerk Annual Evaluation.pdf

Authorize City Clerk to proceed with Artemis Quote for the City Hall Server Upgrade, in the amount of $27,951.88

Documents:
Artemis Quote for City Hall Server Upgrade.pdf

Appoint Cheryl Miller to the Fire and Police Pension Board of Trustees for a Two-year Term, July 16, 2025 thru July 16, 2027

Documents:
Agenda Summary Form for Fire & Police Pension Board_updated.pdf

Regular Agenda

1. **Marion County Sheriff's Office Report**

2. **Presentation**

2.a Special Presentation - City Clerk

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.

Follow Public Hearing Notes - Public comment taken during public hearing

3. **Ordinances**

3.a Public Hearing - Ordinance #ORD2025-05, FLU Map Amendment, Parcel 33615-000-00 (advertised on the City's website 6/18/2025 and in the Riverland News 6/27/2025)

Final Reading Ordinance #ORD2025-05, FLU Map Amendment, Parcel 33615-000-00
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2025-05 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-05 be approved.

Documents:
- Staff Report for ORD2025-05 Parcel 33615-000-00.pdf
- Ordinance ORD2025-05 Business Impact Statement.pdf
- Ordinance ORD2025-05 FLUM Error 33615-000-00_FINAL.pdf

3.b Public Hearing - Ordinance #ORD2025-06, FLU Map Amendment, Parcel 33615-000-02 (advertised on the City's website 6/18/2025 and in the Riverland News 6/27/2025)

Final Reading Ordinance #ORD2025-06, FLU Map Amendment, Parcel 33615-00-02
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2025-06 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-06 be approved.

Documents:
- Staff Report for ORD2025-06 Parcel 33615-000-02.pdf
- Ordinance ORD2025-06 Business Impact Statement.pdf
- Ordinance ORD2025-06 FLUM Error 33615-000-02_FINAL.pdf

3.c Public Hearing - Ordinance #ORD2025-07, Tobacco Free Parks (advertised on the City's website 6/18/2025 and in the Riverland News 6/27/2025)

Final Reading Ordinance #ORD2025-07, Tobacco Free Parks
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2025-07 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-07 be approved.

Documents:
- Ordinance ORD2025-07 Business Impact Statement.pdf
- Ordinance ORD2025-07 Tobacco Free Parks_FINAL.pdf

3.d First Reading Ordinance #ORD2025-02, Indian Cove Rezone
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2025-02 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-02 be approved.

Documents:
- Staff Report for Rezoning of Parcel 34529-002-00.pdf
- Ordinance ORD2025-02 Business Impact Estimate.pdf

Ordinance ORD2025-02 Rezone of Parcel 34529-002-00.pdf

3.e First Reading Ordinance #ORD2025-08, Vacation Rental Ordinance Revisions
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2025-08 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-08 be approved.

Documents:
ORD2025-08 - Business Impact Statement - Vacation rental update.pdf
Ordinance ORD2025-08 Vacation Rental Ordinance Revisions.pdf

4. **Resolutions**

4.a Resolution #RES2025-19, Surplus Equipment
Accept Public Comment

Proposed Motion: I move Resolution #RES2025-19 be read by title only.

Proposed Motion: I move Resolution #RES2025-19 be approved.

Documents:
Resolution RES2025-19 Surplus Equipment with Exhibit.pdf

4.b Resolution #RES2025-21, Surplus Vehicle
Accept Public Comment

Proposed Motion: I move Resolution #RES2025-21 be read by title only.

Proposed Motion: I move Resolution #RES2025-21 be approved.

Documents:
Resolution RES2025-21 Surplus Vehicle.pdf

5. **Regular Agenda Items**

5.a Bid #BID2025-01, CRA Roadway Project
Accept Public Comment

Proposed Motion: I move to authorize the City Clerk and Public Works Manager to jointly approve future change orders, not to exceed a project contingency amount of $40,532, on Agreement #AGR2025-18 with Pave-Rite, Inc. for the CRA Roadway Project.

5.b Request for Proposal #RFP2025-02, Disaster Debris Removal & Disposal Services
Accept Public Comment

Proposed Motion: I move Request for Proposal #RFP2025-02 be awarded to CTC Disaster Response Inc. as the primary contractor and Grubbs Emergency Services as the secondary contractor and authorize the Mayor to sign Agreement #AGR2025-17 with CTC and Agreement #AGR2025-16 with Grubbs.

Documents:
Agenda Summary Form for RFP2025-02 Debris Removal and Disposal Services.pdf
Agreement AGR2025-17 CTC Disaster Response Inc. for Disaster Debris Removal and Disposal Services.pdf
Agreement AGR2025-16 Grubbs Emergency Services for Disaster Debris Removal and Disposal Services.pdf

5.c Bid #BID2025-03, Surplus Vehicles - PD
Accept Public Comment

Proposed Motion: I move Bid #BID2025-03 be awarded to Insight Auctioneers in the amount of $27,239.00.

Documents:
Agenda Summary BID2025-03 Surplus Vehicles.pdf

5.d DR-420 Certification of Taxable Value
Accept Public Comment

Proposed Motion: I move to authorize the City Clerk to certify form DR-420, Certification of Taxable Value, and set the 1st Public Hearing for the FY2025-2026 Tentative Budget and Tentative Millage Rate on September 10, 2025 with the final Public Hearing on September 24, 2025.

Documents:
DR420 Certification of Taxable Value.pdf

6. **Department Reports**

7. **Council Liaison Reports and Comments**

8. **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 Workshop

Date: March 03, 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 5:35 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
Wally Dunn, 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
Captain Ron Bray, Police Department
Michelle Leonard, Assistant City Clerk

Legal Counsel
Andrew Hand, Shepard, Smith, Kohlmyer & Hand, P.A. – Attending remotely via Teams.

Proof of Publication
The agenda was posted on the City's website and City Hall bulletin board on Monday, February 24, 2025. The agenda was amended on Tuesday, February 25th to add backup to items #6a., #6b. and remove item #6d., and on Wednesday, February 26th to update backup to item #6a. and on Thursday, February 27th to add backup to item #3a.

1) Public Comments
Art Jones, 12163 Palmetto Way, reminded everyone about the City Beach cleanup to be held on March 6th. He stated he is working on obtaining a special permit to hold an event at Ernie Mills Park. The event is entitled Dunnellon Springs Festival and will be held on July 5th from 11:00 a.m. to 10:00 p.m. and July 6th from 8:00 a.m. to 5:00 p.m. He provided details about the event, and asked Council about installing a permanent horseshoe pit.

Kathy Dunn, 11386 Hendrix Dr., thanked Mr. Ward for trimming foliage on San Jose Blvd., and spoke about a fence in that area which borders Blue Run Park which is in need of repair. She asked Council who is responsible for its repairs.

Mayor Green asked Mr. Ward to research the cost of repairing the fence.

Vice-Mayor Inskeep stated we have been working with the County to maintain the park considering they receive all the proceeds gained from it. He suggested he or staff should reach out to the County about the fence. After further discussion Council agreed to allow Mr. Ward to obtain a ballpark figure for repair before reaching out to the County. Mrs. Odom suggested getting pictures to send to Mr. Couillard. Kathy Dunn offered to take the photos.

Mrs. Odom recommended Council allow Mr. Easom to speak about Agenda Item 6c. at this time. Council agreed to allow the agenda change.

Jay Easom introduced himself and provided his background with the Fire and Police Pension Board. He listed the members who are currently participating and collecting. He spoke about the current benefits, and past requests to enact enhancements which weren't brought to fruition. He stated the plan is capable of offering a better benefit than what is currently being provided. He explained how the multiplier for the plan works and suggested raising it to 3.5%. He advised there is no cost-of-living adjustment currently, and this would help Dunnellon compete with the State's plan. He commented the purpose is to be more competitive with other businesses, and it would not have a negative effect on the City.

Captain Bray stated part of the fund is excise tax money received from the State which prevents a taxpayer liability. He said if we continue to avoid enhancing the benefits, we risk losing the funding. He advised Council the Board needs to increase it for this reason, and for making it an attractive benefit for hiring new officers.

Councilwoman Hanchar stated she remembers the topic coming up a few years ago. She said there is no cost to the taxpayers, and she doesn't see a negative side to this request.

There was further discussion regarding current retirees, future retirees and what each group would receive.

Mrs. Odom stated if every person who is a part of the plan received a lump sum of what they are eligible for, there would still be 1.6 million dollars left in the account.

Councilman Lehmann asked if there would be enough money in the account to continue payments to the retirees if the City decides to resource MCSO. Captain Bray replied absolutely.

Councilman Lehmann asked if we have 1.6 million dollars left and there is no one else to pay, where do the funds go.

Mrs. Odom stated we must meet the requirements for whoever is eligible to collect, and continue to have quarterly meetings, until the last member of the plan, or their dependent if receiving benefits, is deceased. She explained if there are no employees left, and we have a surplus; we are trying to find out if we can give them COLA. She advised that Jeremy Langley with FMPTF is looking into it.

Vice-Mayor Inskeep stated he wants to keep the fund safe to protect our taxpayers from absorbing future financial expenditures. He explained the economy has been very good, but at some point, it will turn, and there must be enough money in the account to take care of the retirees. He asked Mr. Easom what makes the plan grow. Mr. Easom replied investments are well managed by the Florida League of Cities. Mrs. Odom explained there is also approximately $50,000 in excise tax monies added to the fund annually in addition to employee contributions.

Councilman Dunn stated it appears we are 1.677 million over funded, and it has not cost the City anything. He said if we allow the 3.5% multiplier it will use $467,000 of the fund, and we will still be overfunded. He commented he sees nothing wrong with making the requested change, and it would prevent the State from withholding future funding. He added whether we maintain our own Police Department or go with MCSO, the funds will be maintained here. He asserted Council should seriously consider it.

Mayor Green spoke about Mr. Easom's qualifications and his confidence in Mr. Easom's recommendations. Mr. Easom replied he has heard there are many pensions which are underfunded, and it felt like a worthy request.

Councilwoman Hanchar thanked Mr. Easom for his years of volunteering. She asked Mrs. Odom if this topic needs to be added to the agenda for approval. Mrs. Odom replied it must first be discussed at the bargaining session to be held on March 17th, and it will be presented to Council for consideration afterward. She added she needs Council to provide her direction which she can share with the PBA during negotiations.

Council agreed with Mr. Easom's suggestion and authorized Mrs. Odom to share their decision with the PBA.

2) Board Reports
There were no board reports.

3) Dunnellon Chamber & Business Association Report
3.a) March City Council Report
Mrs. Odom announced Ms. Terwilliger was unable to make it to the meeting and was unable to find someone who could speak on her behalf. She stated they would like to defer the report to the next week's meeting.

3.b) Boomtown Request for Alcohol Waiver

Mrs. Odom explained to Council this is an annual request and there are no changes. She stated if Council is okay with allowing the DCBA to serve alcohol again during the Boomtown Festival, she will add it to the consent agenda. Council agreed with the request.

4) Council Agenda Items

4.a) Liaison Assignments

The Council spent several minutes discussing the various available liaison assignments, along with who is currently serving, and which groups were underserved. The following was decided:

Planning Commission - Councilman Lehmann
Historic Preservation – Councilwoman Hanchar
TPO – Vice-Mayor Inskeep with Councilwoman Hanchar as Alternate
DCBA – Vice-Mayor Inskeep
SWFWMD – Mayor Green
County Commission – Councilman Dunn with Councilwoman Hanchar as Alternate
Concerned Citizens of Chatmire – Vice-Mayor Inskeep
Tourist Development Council – Councilman Lehmann
Police Department – Mayor Green
Emergency Operations – Mayor Green with Councilwoman Hanchar as Alternate

4.b) CRA Grant Program

Vice-Mayor Inskeep stated nothing in the program has really changed. He explained we just need everyone to review our program, and the information he had provided about other city plans. He said we might like to include some of their features in our program. He informed Council we need to agree upon the definition of the term “blighted”. He spoke about roofs which utilized CRA funds but to him were maintenance issues rather than blight.

Councilman Lehmann asked if each Councilmember could make a point to prepare their own bullet point list by next workshop. Council agreed with this idea.

Mrs. Odom advised Council she thought tonight’s discussion was going to be about recommendations for amending the document. She said this would allow her to revise it and then be able to bring it back to them for a full review. She explained she didn’t want to make any changes until they settled on something. She stated she would like to bring it to them for a final approval in April.

There was further discussion about what each Councilmember thought they were going to be discussing tonight.

Vice-Mayor Inskeep suggested he and Mrs. Odom work on a draft. He said when it’s complete, Mrs. Odom will send it to everyone for review. He explained after which it could be brought to a meeting for discussion and changes. Council agreed with this suggestion.

Councilman Dunn reminded everyone of a question Vice-Mayor Inskeep posed during another meeting. He asked when a person applies for a grant, who is physically going to the property to confirm the project is about blight. Mrs. Odom provided an explanation of the current process, which didn't include anyone physically going to the property. She said they work from photographs. Vice-Mayor Inskeep stated it would be prudent to have someone go to the property to make the decision.

Councilman Lehmann stated the hard part is learning what is being done with the entire structure. He said the key is defining if the whole job is maintenance or restoration.

Councilwoman Hanchar stated her concern is the legality of sending staff or a Councilmember out to the properties.

There was further discussion regarding the grant process, how much funding is available, the possibility of purchasing a property with CRA funds specifically for demolition, and CRA limitations.

Mrs. Odom stated Attorney Hand has some ideas as well, and she asked Council if they were okay with her including Attorney Hand in her meeting with Vice-Mayor Inskeep. She said if they approve she could bring a draft to the April workshop. Council agreed with Mrs. Odom's suggestion.

4.c) Police Department Public Education Development

Mrs. Odom stated Council directed her to add this topic to the agenda to discuss public outreach regarding the Police Department considerations. She said she reached out to Sheriff Woods, and he provided some unofficial terms which could be worked into an agreement. She explained we were going to discuss options for recruiting a Chief of Police, and work to develop a method to educate the public before inviting public comments.

Vice-Mayor Inskeep asserted we need to have a special workshop about this to iron out what the County program would look like. He stated he has a lot of data which includes a notation to have further discussion about service for vehicle crashes and marine patrol. He said these two topics are very important. He explained Lt. Vowinkle assured him they would train their deputies to work crashes, and they would patrol the entire river. He said he invited her to the special workshop, and he recommended Council hold the workshop as soon as possible.

Councilman Lehmann expressed his concern that since Council is not willing to discuss seeking a new Chief of Police, they must have already decided to go with MCSO. Councilwoman Hanchar explained that Vice-Mayor Inskeep is simply providing all the information he has gathered during his research, and this is only one Councilmember's opinion on the topic.

Captain Bray stated while working under Lt. Vowinkle over the past month, there has been a strong and healthy partnership. He said it has led to some changes in our processes, and inefficiencies have been identified. He assured Council they are working to change those

inefficiencies. He informed Council additional training has already been provided by the Sheriff's Department.

Councilwoman Hanchar asked Captain Bray if he believed a new Chief would have found the deficiencies as well. Captain Bray replied someone with the training of her caliber would have, but also a fresh set of eyes helped. He explained the Dunnellon Police Department, at best, is always going to be a limited-service Police Department. He clarified we will never have a swat team nor a homicide investigator, and there will always be a need for a strong partnership with the County. He said a larger department is obviously going to have a stronger, and more robust budget to allow for a great deal of resources.

Councilman Lehmann suggested Council move to start advertising for a Chief of Police during the next meeting.

Vice-Mayor Inskeep replied the first step is to decide what our Police Department is going to look like. He said after that we can decide how we want to resource it. He remarked "whether you like it or not, we are going to take a serious look at going with the County." Councilman Lehmann responded the search for a new Chief and reviewing the County resources should be conducted at the same time.

Captain Bray suggested Council first define the type of Police Department the citizens of Dunnellon deserve. He asserted we all must remove emotions and objectively discover the best way to achieve it. He stated you need to know what you want, before you can look for the person who can do it for you. He implored Council to do their due diligence and do it in a timely fashion. He described difficulties in recruitment if we keep returning to this issue year after year.

Councilman Dunn suggested each Councilmember review the pros and cons of both options on their own. He asserted car accidents and river patrol are definitely something we need to have good answers for. He explained Florida Highway Patrol is great, but they are too busy to work our crashes in a timely manner. He stated this isn't just about money, it's what's right for this town. He added officers won't want to work for a department that is constantly having problems. He suggested not having a public meeting until Council knows what they want to do.

Councilwoman Hanchar asked Captain Bray if he has interested applicants. Captain Bray replied yes we do. Councilwoman Hanchar stated she knows people who would like to help reenvision the City too, and they have a lot of experience. She said she thinks a special workshop on March 10th is a good idea, and it would be helpful to allow the citizens to hear what we are thinking. She added and then we give everyone a decision in April.

Vice-Mayor Inskeep stated he doesn't agree with Councilwoman Hanchar's timeline because it's just too important. He said we need to provide guidance to Mrs. Odom on educating the public, and the best way to do it is to notify every one of the meeting on Monday. He stated if they cannot attend, they can watch it on the website.

Mayor Green stated the most important thing he has heard from our citizens and businesses is their need for reassurance that our Police Department is fully functional. Captain Bray replied he can assure everyone this is true. Mayor Green said what is painted on the side of the car is not important, but the quality of the service is. He explained Monday's meeting will give everyone an opportunity to voice their opinions, and we want to encourage their involvement. He announced he believes the workshop is good idea, and it must be dedicated to this issue only. He also advised Council the format of the workshop should change to allow written comments because we need to give our citizens every opportunity to contribute.

Council agreed to hold the special workshop on Monday, March 10, 2025, at 5:30 p.m., and allow for public input. They agreed that Attorney Hand did not need to be present.

4.d) FLOC/FLM Annual Conference

Mayor Green stated this conference is scheduled for March 24 – 26, and he asked Council to agree to allow his attendance. He said he is really looking forward to it, as it will be the first time in many years he's been able to go. He also spoke about the legislators he hopes to connect with who have supported Dunnellon in the past.

5) Regular Agenda Items

5.a) Update Ordinance #ORD2019-01, Storm Water System Illicit Discharge and Connection

Mr. Ward stated we need to update this Ordinance as part of our compliance issue which was discovered during the MS4 audit by FDEP. Mrs. Odom stated changes have already been made to the Ordinance, and they have been sent to FDEP for review. She explained they are waiting for an answer.

6) Staff Agenda Items

6.a) Vacation Rental Registration Fees

Mrs. Odom stated they have utilized estimates for staff time and actual software costs to develop a proposed registration and annual renewal fee of $380. She said we will review the time and charges annually to determine what our revenues are, what we have collected, and if we need to adjust the fee accordingly.

Councilman Dunn asked if a letter was going to be sent out to the short-term rental owners. He strongly recommended Mrs. Odom not put her name on it, because she will receive all the calls. Mrs. Odom agreed but stated she is the only available staff member to manage registration at this time until Community Development is staffed.

Mrs. Odom stated she and Mrs. Wyen have been working for months to update the fee Resolution, and she would like to bring it to the meeting next week for Council review. She said she needs Attorney Hand to look at it first to make sure we are statutorily compliant. She announced Azavar has committed to going live on April 1st. She shared she is keeping Ms. Leonard and Mrs. McLean in the loop in the event of her absence. She said it would be great if we could fill the Community Development Manager position quickly so they can manage this.

Mrs. Odom stated 42 rentals have been confirmed as registered with DPBR. She shared the cost analysis and projections for both the first and second years. She said we should be able to recoup our costs over a three-year period, but the first year will involve a lot of staff time to implement. She advised Council she and Attorney Hand are very comfortable with the fee, and she will have a Resolution prepared next week. She reported Azavar will handle most of the calls because people will be directed to them specifically for the hotlines and registration.

6.b) Community Development Vacancy

Mrs. Odom stated when Mrs. Wyen took over the department, she didn't want the Community Development Manager position, and so it was molded into something she was comfortable with. She asserted she really needs a department head because she doesn't have the time to manage it the way it requires. She recommended Council allow her to revert it to a management position at a salary of $65,000.

Councilman Lehmann asked if the salary is in line what others are offering. Mrs. Odom replied it's likely a little less, but Council has the discretion to increase it if we find someone very qualified who requires more.

Council agreed to allow Mrs. Odom to advertise for the Community Development Manager at a salary of $65,000.

6.c) Fire and Police Pension Board Recommended Plan Enhancements

This item was moved to the top of the agenda.

7) Department Reports

Mrs. McLean stated she is still working through the software conversion. Mrs. Odom added BS&A went live this week, and we are now processing everything through it. She said this week will be our first payroll, warrants, and other financial processes through the new system. Mrs. McLean shared we have input some invoices and are working on controls. She stated her goal is to cut physical checks from BS&A tomorrow.

8) Council Comments

There were no Council comments.

9) City Attorney Comments

Attorney Hand stated the legislative session has begun, and there are a number of bills which will affect the City if they pass. He stated there is a CRA bill which will essentially stop CRA in its tracks. He said there are others involving sovereign immunity thresholds, and some which will preempt local land use decisions. He announced he will provide more information on the bills as it becomes available.

10) Public Comments

David Porter, 11835 E. Blue Cove Dr. , spoke about the Police Department, and said the formal process Council should take is to form a clear vision of what it would look like to have the Sheriff's

Department take over. He suggested creating a PowerPoint presentation to help citizens understand what Council is trying to convey.

Art Fisher, 11897 N. Ohio St., spoke about the police department, and asked if the presentation will be discussed with Captain Bray alone or include MCSO. He stated there needs to be clarification regarding the term “vacation rental”.

Adjournment
The meeting was adjourned at approximately 8:03 p.m.

_____
Penned signature of:
Walter L. Green, Mayor

Attest:

_____
Penned signature of:
Amanda Odom, CMC, City Clerk

City of Dunnellon
Special City Council Workshop

Date: March 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 5:32 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. Anita Williams provided the invocation. Mayor Green announced he had the honor of visiting with Clinton Burns who is 103 years old and his condition is grave. He invited prayers for him and his family.

Roll Call
Walter Green, Mayor, Seat 1
Wally Dunn, 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
Captain Ron Bray, Police Department
Michelle Leonard, Assistant City Clerk
Julie Danowski, Records Clerk

Legal Counsel
Andrew Hand, Shepard, Smith, Kohlmyer & Hand, P.A. – Absent

Proof of Publication
The agenda was posted on the City's website and City Hall bulletin board on Tuesday, March 04, 2025.

Mayor Green called for public comments.

Art Jones, 12163 Palmetto Way, stated he has respect for all officers. He said Sheriff Woods has 900 employees, and resources he can share with us. He spoke further in favor of eliminating our local police and contracting with MCSO.

David Pahl, 12088 Wekiwa Circle, stated the City has had trouble for years, and he spoke in favor of eliminating our local police and contracting with MCSO even though he hasn't always been a proponent of it. He complemented the current Council.

Lynne McAndrew, 20390 The Granada, stated she would like to try the hybrid model for a 1-year trial period before completely surplussing everything.

Kathy Dunn, 11386 Hendrix Dr., stated we are expecting a Council of citizens to conduct oversite which is a recipe for disaster. She spoke in favor of contracting with MCSO.

Cheryl Miller, 20765 Third Ave., spoke about the break-ins happening throughout town. She said she is in favor of MCSO because they have more resources, it saves staff time, and it removes the burden from Council.

1) Discussion

1.a) Dunnellon Police Department

Mayor Green called for opening statements from each Councilmember.

Councilwoman Hanchar apologized to the citizens for the chaos which has engulfed the City and spoke about Councilmembers themselves being citizens. She provided an overview of her time being a Councilmember, and how things have been done regarding the Police Department. She stated those of us who sit on Council can be unaware of things which are going wrong. She said she believes there is a hybrid solution. She asserted she will speak with every citizen who would like to speak with her. She shared she has spoken with members of the Sheriff's Department, and former Dunnellon Police Officers. She exclaimed we will not rush this at the expense of being thorough even though we need answers. She announced she is open to hearing all Councilmembers' point of view.

Councilman Lehmann stated he has enjoyed having a local Police Department but hasn't appreciated past Chiefs who didn't like oversight, or accountability. He announced he is for a hometown Police Department. He said he had spoken with Lt. Vowinkel who shared with him some basic police functions which weren't being accomplished. He explained the MCSO answers to half a million people, and Sheriff Woods has an entire group of people watching him which is something Dunnellon doesn't have. He spoke about financial concerns, changes in the quotes Sheriff Woods provided over the years, and the reason we would still need a City if law enforcement were provided by MCSO. He asserted we cannot continue down the same road we have been on, and he is in favor of a hybrid department.

Councilman Dunn stated Council was dealing with this issue when he was Mayor. He apologized to the citizens because he didn't know until after he left Council that it wasn't going very well with the person they chose to lead. He said two years ago his opinion was to go with MCSO, but he learned quickly his job was to make choices based on what the citizens want, and they wanted to keep our local police. He shared the struggle we are having isn't something new, and it has been going on for 17 years. He advised everyone we cannot compete with MCSO's resources and talent. He stated as long as he has lived here, our own resources have been repeatedly tied up with Police Department issues, and it is time to try something new.

Vice-Mayor Inskeep stated he prepared a PowerPoint presentation which was recommended by a citizen at the last meeting. He announced his opening statement is that he agrees with everything Council and the public has said so far tonight.

Mayor Green stated this issue has been center stage since he re-joined Council over a year ago. He said he has heard from many people, and the topic has weighed heavily on him. He explained Council is attempting to keep our personal feelings out of the process and base our decisions on what would be best for our community not just for now, but for the future as well. He reported his research regarding the Dunnellon charter requires us to preserve our Chief of Police position. He described the role the Chief of Police would hold, which would include being very active in the community, and working hand in hand with MCSO. He advised the citizens there will be ample opportunity for their input as well as input from MCSO.

Vice-Mayor Inskeep provided his PowerPoint presentation and stated it includes a lot of input from the Dunnellon Police Department, staff, and MCSO. He said the goal is to help educate people on things we are considering, and it is a tough decision process.

Vice-Mayor Inskeep spoke about the need to develop a detailed plan for partnering with MCSO, which includes staffing, responsibilities, location, equipment and finance. He shared all Dunnellon Ordinances would be enforced with one MCSO lieutenant, and six dedicated patrol deputies which will provide the hometown feel our citizens prefer. He stressed to everyone the Council is not qualified to provide oversite of a Police Department.

Vice-Mayor Inskeep provided slides showing the current organizational chart, and the proposed chart which explained the levels of leadership. He said the new organization would include a Chief of Police for Dunnellon who would be responsible for marine patrol and would be a liaison between the City and the County. He added Lt. Vowinkel would report to MCSO. The next three slides outlined the responsibilities of each department, which included crashes and river patrol. He said there were eight deputies who came forward with interest in working in the City of Dunnellon.

Vice-Mayor Inskeep explained the Chief would be located in City Hall because there is an empty office which will suit his needs. He advised this will remove the need for a separate building for our police, making the current police building and its contents available for surplus. He stated Lt. Vowinkel, and the Deputies will work out of the MCSO district office just north of town, and they will not need our vehicles or equipment which means these items will be available for surplus.

Vice-Mayor Inskeep shared the financial figures and stated there is a potential savings of $373,217. He pointed out there are uncaptured costs in the way of staff time and attorneys which will add to this figure.

A citizen in the audience interrupted the presentation to state she thought this meeting was going to be about the recent break-ins around the City. Mayor Green promised her a chance to speak, and he advised her she would be invited to the podium to express her thoughts.

Vice-Mayor Inskeep continued and said every time there is an issue with the Police Department, there is a significant amount of City staff time taken away from their other responsibilities. He asserted we do not have the depth nor the expertise to manage these issues, and when they come up there are legal expenditures. He stated each time something happens, it takes months to resolve, and we have been doing this for 17 years now.

Vice-Mayor Inskeep explained fines and forfeitures and included what funds would be sent to the County and what would be kept by Dunnellon. He stated all this information would be included in the contract leaving no questions about how funds will be distributed.

Vice-Mayor Inskeep stated there are topics which need further discussion such as terminating contracts, providing notice to DPD employees, an implementation date, and others. He included a separate spreadsheet which contains the pros and cons of contracting with MCSO. He read through this list and advised everyone they could have a copy if they were interested.

Councilman Lehmann asked if MCSO would increase their Deputies automatically when it is needed or if Dunnellon will have to pay for them. Vice-Mayor Inskeep replied if we need to add an officer, then we would have to pay for it. Councilman Lehmann also asked if there was a way to obtain extra tax dollars which might provide for the added expense. Vice-Mayor Inskeep responded he didn't think the County would agree to it because their expenses would go up as well. Councilwoman Hanchar advised if a development came to Dunnellon, we should charge impact fees which would take care of the roads. She said perhaps we could use some of those funds, or we may have to raise our millage rate to accommodate.

Councilman Dunn asked if there would be any insurance savings if we eliminate our police force. He commented if we aren't insuring 10 vehicles it should create savings. He also commented on Councilman Lehmann's question and said right now the figures show it costs more to run our own Police Department, and increased needs are going to happen. He added his appreciation for the clear and detailed presentation from Vice-Mayor Inskeep.

Councilwoman Hanchar stated she has been speaking with the citizens, and they want performance regardless of which entity provides the services. She said during the DCBA meetings citizens spoke about their desire to have community forward policing. She explained they want the police to introduce themselves to the business owners, patrons and employees. She added they would like the police to help them identify insufficiencies in their safety resources. She spoke about citizens' interest in simple things like a teddy bear for a child who comes into the office, and a better presence on social media. She asserted we need to set them up for success.

Councilman Lehmann pointed out the citizen who spoke earlier, and how she doesn't feel safe in her neighborhood right now. Mayor Green replied this is a good time to have public comments.

Doris Townsend, 19999 The Granada, stated the community is under siege with so many break-ins. She said she doesn't feel safe where she works now, and she has lived here almost 30 years. She shared with Council about several break-ins which have happened near her home, and she

is now afraid to go home. She asserted she has never felt this way before. She advised Council things are changing, and we need to change with it. She suggested the different departments work together to stop these people.

Butler Hagins, 11711 Illinois St., stated when people leave church on Sunday they are taking their lives in their hands because of speeding cars. He explained some come down the street at 50 mph, and others ignore four way stops. He complained because they had just completed woodwork on a business, and two cars have already run into it.

Joanne Black, protected address, stated she is surprised because when issues like this came up in the past, City Hall was packed. She commented it seems people don't have pride in their police anymore. She asserted community policing must come back regardless of which entity the City decides to work with. She remarked she has never heard someone say they are afraid to go home, and Dunnellon has never been like that.

Brenda D'Arville, 11661 Camp Dr., stated she is for saving the DPD, but whatever decision is made there must be a strong community presence to keep the character of our town. She said she has also been concerned about the recent break-ins, and several times recently she had to threaten to call the police to make people get off her property. She complained she had been afraid to go into Publix after dark because there appeared to be gangs hanging out in the parking lot.

Lt. Vowinkel stated they are investigating the commercial burglaries. She explained when she was assigned to Dunnellon, she assumed responsibility for 10 burglaries which had reports filed but were not investigated. She said she has a detective working on the cases full time right now. She shared she is not aware of any residential burglaries in the City. She advised anyone who has an issue, such as the problem at Publix, to call 911 because the officers can't be everywhere at once.

Sergeant Moore also spoke on behalf of MCSO, and stated there are 12 districts in Marion County which are led by Lieutenants. He said it is their job to listen to the community, go to the meetings, and require their Deputies to conduct community policing. He said we provide many types of presentations which include drug education, phone scams, and more. He asserted this is what we do in all our districts, and it will continue in Dunnellon.

Councilman Dunn stated he didn't know the status of the break-ins either and he appreciated the information. Major Pulford replied MCSO offered the previous administration many resources, but they weren't accepted. Councilman Dunn affirmed we need to step it up and be more involved while providing Dunnellon the best policing we can. He commented what you can provide is better than what we could.

Mayor Green stated we've heard a lot of informative information, and he understands everyone's concern regarding the break-ins. He shared when he was a child here, he didn't even know where the house key was kept because they never needed one. He said he appreciates Ms. Townsend's position, and it isn't something we are going to accept. He asserted we want to provide all the

tools necessary to provide security for our citizens. He affirmed his confidence about MCSO's ability to be the security we need if we decide to go forward with them.

Vice-Mayor Inskeep asked what the next steps are.

Councilwoman Hanchar stated if she had to vote now, she would vote for a hybrid partnership. She said she agrees with the presentation model about keeping the marine patrol, and our Chief of Police. She advised she would like to see a one-to-two-year contract with MCSO to assess if this is really what works best for both the residents and our finances. She said she would like to keep our DPD assets for the first year to allow us to revert back to our own police force with ease if necessary.

Councilman Lehmann stated we have contracted with Lt. Vowinkel for 90 days, which really gives us 90 days to decide. Vice-Mayor Inskeep replied we have already used some of that time. Councilwoman Hanchar said we may need an extension.

Mrs. Odom stated it's not going to be good for the DPD vehicles to sit for a year. She suggested declaring them as surplus and putting the funds in a reserve. Vice-Mayor Inskeep added we could also phase DPD back in too.

Councilman Dunn stated he agrees with Vice-Mayor Inskeep regarding the assets, and with Mrs. Odom regarding disposing of them. He suggested putting the surplus funds with the current reserve we have for a new police building. He pointed out we have signed several contracts for items and services which need to be dealt with too. He confirmed he agrees with the hybrid model.

Vice-Mayor Inskeep stated he is going through a list of all the contracts which need to be terminated, and the list will be ready for review soon. He asked for the best way to pay for the hybrid contract. He said he is concerned an MSTU will cost taxpayers financially. Councilwoman Hanchar replied an MSTU shouldn't be necessary since this is a budgeted item. They agreed to discuss it with Attorney Hand.

Mayor Green commented all the ideas and thoughts have been good. He stated it makes a lot of sense to go with MCSO. He asserted it doesn't matter to him who is doing the job if they are serving our citizens, and our citizens need to feel secure in their homes. He said the right thing to do is to move forward with the hybrid idea.

Councilman Dunn recommended a vote at the next meeting to begin negotiations, and iron out the details with MCSO. He voiced his concern about how to get this done in less than 90 days. Council agreed with his recommendation.

There was further discussion regarding the agenda, a draft contract, communicating with attorneys, and preparing the agreement before the next workshop.

Mayor Green invited Captain Bray to speak.

Captain Bray thanked Council for their careful, cautious consideration. He stated they are faced with deciding what kind of law enforcement they want, keeping the City safe, and getting the most bang for their buck. He encouraged Council to continue doing their due diligence, and he declared he is sure they will make the right decision.

Vice-Mayor Inskeep asked if we vote to go with this model, at what point do we need to name a Chief of Police. He asserted in his opinion the person should be Captain Bray because he is very community oriented. Lt. Vowinkel agreed and stated he is a good fit for this role.

Councilwoman Hanchar agreed and suggested they speak with Lt. Vowinkel and Captain Bray about the job description. She said we need to decide what goals to set, and how to measure them.

Councilman Lehmann asked questions for clarification regarding the hierarchy. He stated he wants to be sure there aren't two masters. He asked if Council should approach Captain Bray or Lt. Vowinkel with issues when they arise. Council explained it to him to his satisfaction.

Mayor Green explained to the public we are trying to define the role of the Chief of Police. He stated it will be unique but there will be described duties, and he will be extremely busy.

Councilman Dunn stated the Council doesn't need to answer these questions tonight, but it is something to think about. He shared when the City had created the Fire Department contract with the County, everyone received a separate line item on their taxes. He asked if we could also itemize this on our taxes, or does it need to go through the budget. Vice-Mayor Inskeep replied it will go through the budget. Mayor Green explained the difference between the Fire Department and Police Department contracts.

2) Public Comment
There were no public comments.

Adjournment
The meeting was adjourned at approximately 7:46 p.m.

_____
Penned signature of:
Walter L. Green, Mayor

Attest:

_____
Penned signature of:
Amanda Odom, CMC, City Clerk

City of Dunnellon
City Council Meeting

Date: March 12, 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 5:30 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. Barbara McKie provided the invocation.

Roll Call
Walter Green, Mayor, Seat 1
Wally Dunn, 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
Captain Ron Bray, Police Department
Julie Danowski, Records Clerk

Legal Counsel
Andrew Hand, 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, March 5, 2025.

Council Comments Regarding Agenda
There were no Council comments.

Public Comment on non-agenda items
Art Jones, 12163 Palmetto Way, thanked Councilman Lehmann and Vice-Mayor Inskeep for helping at the Rainbow River cleanup day. He also thanked the Public Works Department, and the Dunnellon Beautification group for their participation. He stated they will likely schedule another clean up in April because Duke Energy has expressed an interest in helping.

Consent Agenda

- Waive Sec. 6-4 of the City Code, possession or consumption on public property or on private property without permission, during the hours of 9:00 a.m. to 5:00 p.m. on April 12, 2025, for the 2025 Boomtown Days event, restricted to the areas shown on the map submitted with permit application #PZ20250047
- Authorize the Mayor to attend the Annual Florida League of Cities/Florida League of Mayors Conference

Public Comment

There were no public comments.

Councilman Lehmann moved the consent agenda be approved. Councilwoman Hanchar seconded the motion. A vote was taken and the motion passed 5-0.

Regular Agenda

Mayor Green shared he had a special treat for everyone; a video about Dunnellon created by a Dunnellon High School student. He mentioned that after seeing the video at the school, he thought it would be fitting to present it at a Council meeting.

1. Dunnellon Chamber & Business Association Report

1.a) March City Council Report

Barbara McKie presented the DCBA report on behalf of Judy Terwilliger.

New Members

Spring to Success Solution, LLC
B.R.A.T.S. (Bringing Rescue Animals to Safety)
Rainbow Springs Art in Dunnellon 20804 W. Pennsylvania Ave.

• Sat, Mar 1 from 1 pm to 3 pm- Lets make Cats
Creating Mini Figurines out of Paper Clay. Back by popular demand —MEOW and WOW! Use simple shapes and learn to sculpt your favorite feline. Paper clay is a new medium that requires no kiln or oven. It is easy to learn and incredibly fun to sculpt. No experience is necessary and all materials are provided. Instructor: Rowena Murillo Class Fee: $50 plus 10$ Supply fee
• Sat, Mar 8, 1-3 pm Beginning Watercolor: Seascape
In this class, we will explore watercolor's wonderful fluidity and transparency and create a seascape painting with billowing clouds on 9x12 watercolor paper with a border, ready for framing. No experience necessary. Instructor: Rowena Murillo Class Fee: $50 plus 50$ Supply fee.
• Sat, Mar 15, 10-12 am Dog Photography Workshop
Learn how to photograph your dog with natural lighting. Students must bring their own camera or phone. There will be a model and a slide presentation. We will discuss camera settings followed by Q&A. We will have a practice session outdoors. (Do not bring your dog.) Instructor: Rachelle Vance Class Fee: $25

• Fri. March 21st, 1 - 4 pm Abstract Sun
Great for beginners as well as experienced artists. Paint an abstract sun and water scene using acrylic on canvas and experiment with various techniques. Materials fee is $10 for 9x12 canvas, sawtooth for hanging, use of stencils, brushes, and paint. Instructor: Ro Martinez Rimes Class Fee: $40 plus 10$ Supply fee
• Sun, March 23, 1-3 pm Romance Writing 101
Learn how to create an outline for the romance novel you have always wanted to write, and set up your story with characters, obstacles, tropes, and other elements of a good romance novel. We will discuss what we love about the genre, write an opening scene with a hook, and share with the group. The instructor has a BA in writing, a master's in teaching, and has been a ghostwriter of romance novels for many years. Bring a laptop or notebook and pen to write in class. Instructor: Rowena Murillo. Class Fee: $50
• Tues, March 25th, 1 to 3:30 Resin Geode
In this class, you will create a beautiful geode using resin, glitter, and crystals on a 12x12-inch wooden framed panel that you can hang on your wall. You will learn how to color and work with resin using a heat gun and a torch. All materials are provided but if you have crystals etc. that you want to add to your art piece, you are welcome. Aprons, gloves, and masks will be provided and please tie back long hair. You will need to leave your piece in the gallery overnight. Instructor: Linda Reitz Class Fee: $65 plus 20$ Supply fee.
• Fri, Mar 28, 10:30 am to 12:30 pm Patchwork Calligraphy
Step into a form of calligraphy anyone can do! No need for formal pens or staying in the lines- this free-form style will add a unique accent to cards, gifts, etc. Students will work on techniques and then apply a card template (envelope included). All materials are provided. Instructor: Bridget Hanley Class Fee: $45 plus 10$ Supply fee

Upcoming Events
• March 4- Greater Dunnellon Historical Society open 9 am – 12 pm. 10261 S. Williams St.
•March 14- DCBA Awards Dinner 6 pm at Rainbow Lakes Estates Clubhouse. 4000 Deepwater Ct. Dunnellon. Dinners are $35 for Members and $40 for Future-Members. Dinner catered by Southern Palate.
• March 20- Diabetes Support Group from 6:00 pm –7:00 pm at RiverLife Church 2872 W. Dunnellon Rd.
•March 25- DCBA Dinner Mixer at RoughStocks Grill 20199 E. Pennsylvania Ave, Guest Speaker Commissioner Kathy Bryant. Dinners are $20 for Members and $25 for Future-Members.

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."

2. Public Hearing

2.a) Public Hearing – Intent to Dispose of Surplus Property in response to BID #BID2024-07 for 20804 W. Pennsylvania Avenue.

Mayor Green gaveled down and stated "It is now 5:50 p.m. and I close the regular meeting and open the public hearing to discuss: Intent to Dispose of Surplus Property in response to BID #BID2024-07 for 20804 W. Pennsylvania Avenue.

Staff Comments:

Mrs. Odom stated this topic went before the CRA board last week, and a recommendation was made to reject both offers and readvertise to accept offers for property.

Public Comment

There were no public comments.

Mayor Green gaveled down and stated, "It is now 5:52 p.m. and I close the public hearing held to discuss Intent to Dispose of Surplus Property in response to BID #BID2024-07 for 20804 W. Pennsylvania Avenue in the CRA within the City of Dunnellon and reopen the March 12th City Council meeting".

Councilwoman Hanchar moved to reject all offers received in response to BID #BID2024-07 and re-advertise. Vice-Mayor Inskeep seconded the motion. A vote was taken and the motion passed 5-0.

3. Ordinance

3.a) Public Hearing –Ordinance #ORD2025-01, Planning Commission School Board Member Appointment

Mayor Green gaveled down and stated "It is now 5:54 p.m. and I close the regular meeting and open the public hearing for Ordinance #ORD2025-01, Planning Commission School Board Member Appointment.

Staff Comments:

Mrs. Odom asked if any Councilmember had questions regarding this Ordinance. Attorney Hand also offered to answer any questions. The Council did not have any questions.

Public Comment

There were no public comments.

Mayor Green gaveled down and stated, "It is now 5:55 p.m. and I close the public hearing held to discuss Ordinance #ORD2025-01 and reopen the March 12th City Council meeting".

Vice-Mayor Inskeep moved Ordinance #ORD2025-01 be read by title only. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record;

"ORDINANCE #ORD2025-01

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING CHAPTER 94, ARTICLE II OF THE CITY'S CODE OF ORDINANCES TO PROVIDE FOR AN EX OFFICIO MEMBER OF THE CITY'S PLANNING COMMISSION; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2025-01 be approved. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 5-0.

4. Resolution

4.a) Resolution #RES2025-06 Vacation Rental Registration Fee

Public Comment

There were no public comments.

Vice-Mayor Inskeep moved Resolution #RES2025-06 be read by title only. Councilwoman Hanchar seconded the motion. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-06

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA SETTING VACATION RENTAL REGISTRATION FEES PURSUANT TO CHAPTER 18, ARTICLE VIII OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR FIRE INSPECTION FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Resolution #RES2025-06 be approved. Vice-Mayor Inskeep seconded the motion. A vote was taken and the motion passed 5-0.

5. Council Agenda Items

5a) Dunnellon Police Department Discussion

Councilwoman Hanchar stated after reviewing details with Mrs. McLean, she supports moving forward with a hybrid model of law enforcement on a trial basis for one year**,** after which it can be evaluated. She emphasized the importance of defining clear expectations and policies so both the City and the Sheriff's Office understood their responsibilities, and she noted it was a difficult decision.

Councilman Dunn highlighted many details had been discussed at a prior workshop. He agreed with adopting the hybrid model and stressed roles should be clearly defined in the agreement.

Vice-Mayor Inskeep expressed confusion about the exact action being discussed, asking if the vote will be to direct staff to work with the Sheriff's Office on a draft proposal. Mrs. Odom responded she was concerned about the Sheriff's Office being able to finalize a contract before the next workshop but would share it as soon as she received it.

Councilman Lehmann stated he was surprised by the idea of an additional workshop next week and suggested instead addressing it in April. Vice-Mayor Inskeep replied urgency was needed because people's livelihoods are being discussed. He proposed a meeting rather than a workshop to maintain momentum. He noted the Sheriff's Office already had a suggested proposal, and finalizing the CRO job description would also be needed.

Attorney Hand advised if the contract timeline was uncertain, it might be better to schedule a special meeting after the April workshop to allow two weeks for contract preparation and review.

Mrs. Odom confirmed Sheriff Woods could likely have a draft ready by the workshop date, but it might not be available beforehand. She also explained the bargaining unit contract requires 60 days' notice before layoffs. She said if notice was sent the next day, the earliest layoffs could occur would be May 13th. Vice-Mayor Inskeep asked her if she intended to notify the FLPBA immediately. She replied she would do so only if Council formally decided to proceed with working with the Sheriff's Office.

Councilwoman Hanchar sought clarification to ensure the 60-day notice would not be sent before having a contract. Mrs. Odom explained the letter would state the City is considering working with MCSO, not that it has finalized an agreement.

Vice-Mayor Inskeep stated he does not agree with waiting until the April workshop, because it doesn't show the urgency this issue requires.

Councilman Dunn reiterated his support for making a motion that night to direct Mrs. Odom to contact Sheriff Woods and FLPBA to inform them the City is considering contracting with MCSO and request a draft agreement. He stressed this did not commit the City to accept the contract but allowed for review and timely scheduling of a meeting once the draft was received.

After further discussion about scheduling, Mayor Green proposed separating the motion from the meeting date discussion.

Councilman Dunn moved to instruct Mrs. Odom to contact Sheriff Woods and the FLPBA to inform them of the decision to consider contracting with MCSO for law enforcement services, and to request a draft contract for review. Vice-Mayor Inskeep seconded the motion.

Public comment
There were no public comments.

A vote was taken and the motion passed 5-0.

Lt. Vowinkel advised MCSO may already have a contract ready.

Councilman Dunn emphasized the importance of thoroughly reviewing the MCSO contract to ensure all agreed details are clearly documented, noting the process might involve revisions and take time.

Attorney Hand advised Council they don't need seven days advance notice for a special meeting, and the County Commission will need to approve it too.

Lt. Vowinkel announced the contract is already drafted, and the Sheriff will be sending it to the City.

Councilwoman Hanchar moved to hold a single item, special Council meeting on Thursday, March 20th to discuss the MCSO agreement. Councilman Dunn seconded the motion.

Public Comment
There were no public comments.

A vote was taken and the motion passed 5-0.

Councilman Dunn inquired whether Sheriff Woods had reviewed last week's workshop presentation and if he was familiar with the contract requirements. Mrs. Odom responded he had seen the presentation and is aware of the requirements.

Councilwoman Hanchar stated we need to start working on the Chief of Police responsibilities. Vice-Mayor Inskeep replied a job description will be ready before the weekend.

Vice-Mayor Inskeep asked when the Resolution to invest MCSO with police powers would be required. Attorney Hand replied he will devise a process and bring it back for discussion during the special meeting.

6. Department Reports
Mr. Ward stated tomorrow is the storm drain marking event. He advised Council it is an MS4 requirement, and the public has been notified if anyone would like to attend.

Mr. Ward stated Pave Rite has confirmed the storm drain is now installed on The Granada. He said they plan to grade next week and pave the following week to finish the project.

Mrs. McLean announced the financial software conversion has been completed, and she is addressing some issues which arose during the process. She said her department is also preparing for the annual financial audit.

Captain Bray provided an update on the Redspeed project. He stated the cameras are installed, and already collecting data. He said the warning period will begin April 1st, and we are working with the magistrate on scheduling for those who wish to contest their citation. He announced they will go live at the end of April. Captain Bray informed Council there may be a timeline conflict related to the transfer of law enforcement because of the 90-day interim Chief process.

Councilman Dunn reported someone had stolen furniture from his dock, and today he had to work with a mechanic after someone put something in his gas tank, damaging his engine. He stated he plans to install cameras on his property, and wanted Captain Bray to be aware crimes are occurring at homes along the river.

7. Council Liaison Reports and Comments

Councilwoman Hanchar stated she and Mayor Green attended a joint meeting with the Marion County School Board and other cities, where they discussed identifying potential building sites and future growth plans. Another meeting is planned for September to share the compiled data each city will be gathering.

Mayor Green noted the school superintendent will resign in July, and he has an upcoming meeting to discuss the future of Dunnellon's schools. He emphasized the importance of assessing regional growth.

Mayor Green requested Council's support to endorse an upcoming bill on emergency responders during his visit to Tallahassee next week.

Mayor Green read the following into the record;

"On behalf of the City of Dunnellon, I am writing to express our strong support for HB 749 and SB 1202, which seek to enhance benefits for firefighters who sustain total and permanent disabilities during official training exercises. These bills recognize the inherent risks associated with firefighter training and ensure that affected firefighters, along with their spouses and dependent children, receive critical health insurance coverage.

Firefighters put their lives on the line not only in emergency situations but also during the rigorous training necessary to prepare them for real-world incidents. The provisions outlined in these bills align with our commitment to supporting first responders who dedicate their careers to protecting our communities. By ensuring continued health insurance coverage for those who sustain catastrophic injuries during training, this legislation acknowledges their sacrifice and upholds our shared responsibility to care for those who serve.

We respectfully urge your support for HB 749 and SB 1202 to provide these essential protections for Florida's firefighters and their families."

Mayor Green expressed support for recommending the bill to legislators, stating it was the right thing to do for firefighters. Vice-Mayor Inskeep opposed supporting the bill, explaining while he supports first

responders, he believes government often favors certain industries over others without sufficient checks and balances.

Public comment
There were no public comments.

Councilwoman Hanchar moved to allow Mayor Green to support HB 749 and SB 1202 while in Tallahassee. Councilman Lehmann seconded the motion. A vote was taken and passed 4-1 with Vice-Mayor Inskeep opposed.

Mayor Green stated the Dunnellon First Baptist Church will complete the construction of their new facility on Sunday, April 6th. He said Pastor Russ Randal asked if the City would send a letter of congratulations.

Vice-Mayor Inskeep moved to allow staff to generate a congratulatory letter to the First Baptist Church on behalf of the Council. Councilman Lehmann seconded the motion.

Public Comment
There were no public comments.

A vote was taken and the motion passed 5-0.

Mayor Green stated he plans to leave for Tallahassee a week from Sunday to collaborate with the Florida League of Cities and the Florida League of Mayors. He mentioned he has applied to fill a vacancy with the Florida League of Mayors and expressed his desire to rejoin the organization to further Dunnellon's initiatives.

Councilman Lehmann asked Mayor Green to seek help in Tallahassee for writing grants to repave Bridges Road. Mayor Green responded he would look into it but noted efforts to undermine Home Rule are ongoing. He assured Council he would do everything possible to help the City maintain control over its development.

Councilwoman Hanchar stated during the joint meeting, she expressed the urgent need for a Community Development Manager, and they responded they would try to help find a suitable candidate.

Vice-Mayor Inskeep stated he, Mrs. Odom, and Mr. Ward met with the Marion County Fire Marshal and Fire Prevention Supervisor to discuss commercial fire inspections. He announced the issues have been resolved, and a plan has been established to move forward with regular inspections which will include short-term rentals.

Mrs. Odom indicated the launch of the Vacation Rental registration may need to be delayed by an additional 30 days, citing other responsibilities which have limited her available time. Vice-Mayor Inskeep added they want to conduct a dry run to identify potential issues before full implementation.

Councilman Lehmann suggested prorating registrations until October to reduce staff workload, but Vice-Mayor Inskeep noted the process has already been developed and agreed upon with staff and the Fire Department. Mrs. Odom added the Ordinance may need review since the contract doesn't allow prorating mid-year registrations, and she prefers registrations to be annual based on individual approval dates to avoid handling all registrations simultaneously. Councilwoman Hanchar asked about the requirement for notarization, expressing concern for those paying online. Mrs. Odom agreed to review this issue.

8. City Attorney Report

Attorney Hand stated after reviewing the MCSO terms, the Board of County Commissioners must be involved, which could affect the Council's timeline. He added he will provide more information at the next meeting.

Adjourn

At 7:07 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 5-0.

_____

Penned signature of:
Walter L. Green, Mayor

Attest:

_____

Penned signature of:
Amanda Odom, CMC, City Clerk

City of Dunnellon
Special City Council Meeting

Date: March 20, 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. Anita Williams stepped forward and provided the invocation.

Roll Call
Walter Green, Mayor, Seat 1
Wally Dunn, 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
Michelle Leonard, Assistant City Clerk
Captain Ron Bray, Police Department

Legal Counsel
Andrew Hand, 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 Thursday, March 13, 2025.

Mayor Green invited public comments. He stated this does not preclude them from making a statement later if they choose to do so. There were no public comments.

Regular Agenda
1. Agreement
1.a) Agreement #AGR2025-09 for Law Enforcement Services
Attorney Hand stated this agreement is the latest draft of the contract with MCSO. He explained the changes were minor and mostly related to ordinance enforcement, and clarifying Council's authority including the ability to exit the contract. He suggested Council discuss river patrol, and the proposed start date of May 13, 2025. He noted the Sheriff's Department had been excellent to work with.

Marissa Duquette, General Counsel for MCSO, agreed with his summary and offered to answer questions.

Councilwoman Hanchar suggested wording changes related to the Chief of Police's duties, and asked to confirm the Chief would remain a sworn officer able to make arrests. Council discussed the Chief's roles and responsibilities as it relates to his CRO duties. Mayor Green added the Chief's responsibilities and the CRO's responsibilities will work hand in hand. Attorney Hand replied we need to make it clear in the contract the position is a sworn position. He said this will allow the Chief to continue to function normally.

Councilman Lehmann asked about charter changes, wages, fees, and staffing. Vice-Mayor Inskeep clarified there's no intent to remove the Chief's position, and suggested changes to the charter are only to allow flexibility in the future.

Sergeant Moore addressed staffing, schedules, and pay, assuring Dunnellon would receive the six dedicated deputies provided for in the agreement, with no reductions except perhaps in emergencies.

Council discussed procedures for addressing issues with deputies, with Sergeant Moore clarifying staff or Council can simply call if needed. Mayor Green noted deputies would be familiar with local ordinances, and Sergeant Moore confirmed related training would be provided.

Councilman Dunn expressed concerns about overlapping costs for City officers and deputies. Sergeant Moore confirmed May 13, 2025, as the planned transition date unless help is needed sooner.

Vice-Mayor Inskeep suggested including May 13th in the contract but Attorney Duquette cautioned against it to avoid delays if the County Commission misses the date. Sergeant Moore assured Council MCSO wouldn't leave the City without law enforcement coverage.

Councilman Dunn asked what date will the monthly payment be due to MCSO. After further discussion, Council settled on the first business day of each month, and staff confirmed insurance coverage was adequate.

Councilwoman Hanchar raised a question about the City's marine patrol, and whether it was addressed in the agreement. Sergeant Moore confirmed MCSO would continue to patrol the entire river, and Vice-Mayor Inskeep pointed out the contract does indicate the City is to maintain river patrol duties inside the city limits.

Councilman Lehmann asked about the City's need for extra officers during events. Sergeant Moore replied MCSO provides deputies for other municipal events without charge, and if additional assistance is needed it would be provided.

Vice-Mayor Inskeep mentioned he would like to review the overall logistics and timeline for finalizing the agreement, and he said he was initially under the impression they would vote on it tonight. Mayor

Green asked Attorney Hand about the time needed for County review, but Attorney Hand couldn't give an exact timeline, and he promised to emphasize the importance of timely review to the County. Vice Mayor Inskeep said it appeared everyone generally agreed on the draft agreement. Attorney Hand noted they still need to confirm the river patrol section, and Vice-Mayor Inskeep said he believed it was already adequately addressed. Attorney Hand stressed the importance of shared understanding between both parties.

The Council also discussed the service payment structure, with Mrs. McLean confirming it would be paid from the general fund.

Councilwoman Hanchar asked detailed questions about the Chief's department goals, HR wording, authority over hiring and promotions, firearm training, and CJIS (Criminal Justice Information Services) compliance. Vice-Mayor Inskeep explained these questions were mainly about the reserve officer program, and it would be the Chief's duty to ensure officers were trained and compliant. Captain Bray further clarified, explaining firearm competency was necessary for certification, and CJIS compliance referred to secure record-keeping, and adherence to state and federal standards.

Councilman Lehmann asked if the City's strategic plan would have to follow MCSO's structure. Captain Bray assured him it would not, and Dunnellon would keep its Police Department, policies, and strategic plan, but MCSO would provide patrol and law enforcement services. Captain Bray emphasized that City rules wouldn't change, and Council would still set their own goals with access to MCSO leadership if needed. Councilwoman Hanchar added if any issues arose, they would first go to Captain Bray and then, if necessary, escalate to Lt. Vowinkel.

Mayor Green praised Captain Bray and Lt. Vowinkel for their work and said they were in a strong position to explain the transition to the public.

Vice-Mayor Inskeep mentioned he and staff were preparing a list of one-time costs tied to the transition, including contracts which would no longer be needed. He said he planned to present this list at the next meeting, and explained they were working with vendors to understand termination procedures.

Mayor Green asked about the Redspeed program. Vice-Mayor Inskeep confirmed it was already included in the MCSO contract.

Vice-Mayor Inskeep also addressed the processes for transferring records, evidence, and other department items, aiming to complete everything by May 13th. Sergeant Moore explained it would be simpler if Dunnellon's records were entered directly into MCSO's system, rather than maintaining separate record management systems, and their IT department was currently researching this. Mrs. Odom asked if they would still need to keep the EIS system, and Sergeant Moore replied he didn't think it would be necessary. Mayor Green asked Attorney Hand to review this, and he agreed to do so.

Public Comment:

Anita Williams, 11791 Bostick St., asked if the City would be keeping the Dunnellon Police Department while contracting with MCSO for additional services. Vice-Mayor Inskeep clarified they are not adding services but contracting out the City's law enforcement duties to MCSO. Mrs. Williams then remarked US 41 has become like an international speedway. Mayor Green agreed, comparing it to a smaller version of SR 200, and noted the quiet days the community once knew are gone which makes it important to focus on moving forward.

Councilwoman Hanchar asked if MCSO would hold a meet and greet to introduce the City's new law enforcement officers. Lt. Vowinkel stated they would.

Vice-Mayor Inskeep asked if Mayor Green would speak with the state representatives in Tallahassee next week about preserving Home Rule. He asserted if the bill passes, it will take all the teeth from our Comprehensive Plan. Mayor Green replied this will be his top priority because we need to do everything we can to preserve Home Rule.

2. Resolution

2.a) Resolution #RES2025-08, Vesting the Sheriff and his Deputies with Municipal Police Powers

Mrs. Odom explained they don't have a Resolution prepared yet but she has contacted other clerks to gather information on theirs and is still waiting for responses. Attorney Hand noted the Resolution would be straightforward, and he said he could have it ready by the next workshop. He added it would be written to take effect at the same time the contract with MCSO becomes effective.

3. Public Comment

There were no public comments.

Adjourn

At 6:56 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 5-0.

_____

Penned signature of:
Walter L. Green, Mayor

Attest:

_____

Penned signature of:
Amanda Odom, CMC, City Clerk

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON CHARTER OFFICERS

ANNUAL PERFORMANCE APPRAISAL for period 06/29/2024 – 06/29/2025

Charter Officer Name: Amanda Odom Charter Officer Title: City Clerk

JOB PERFORMANCE RATINGS

This outline is provided to assist the Dunnellon City Council in evaluation of the City's Charter Officers in multiple categories. Use the following performance level definitions as guidelines:

1.0 Unacceptable: A Charter Officer who receives this rating consistently fails to meet job requirements. Charter Officer demonstrates unwillingness or inability to improve.

2.0 Needs Improvement: A Charter Officer who receives this rating does not consistently meet job requirements. Performance results are inconsistent. Performance often fails to meet the job requirements. Charter Officer demonstrates some willingness or ability to improve.

3.0 Satisfactory: A Charter Officer who receives this rating demonstrates a satisfactory level of performance. Performance results are consistently at acceptable levels and regularly meet the job requirements. Charter Officer demonstrates willingness and ability to meet an acceptable performance level.

4.0 Above Satisfactory: A Charter Officer who receives this rating meets all job requirements and regularly exceeds job requirements. Charter Officer demonstrates a desire and ability to exceed the standard performance level and often does more than what is expected.

5.0 Excellent: A Charter Officer who receives this rating consistently demonstrates effective performance above and beyond the normal expected level of achievement. Performance is seen as strong. Charter Officer seeks out opportunities for ways to better achieve results and consistently demonstrates an exceptional desire and ability to exceed standard performance.

1. ADMINISTRATION AND ORGANIZATIONAL MANAGEMENT:

The ability to structure the department(s) and plan and organize its work in such a way as to meet the municipal service needs effectively and efficiently; those of City Council, other charter officers, department heads, employees, advisory board members and citizens, and carry out the goals and policies adopted by the City Council.

Combined Rating: 4.8

Mayor Green: This has been a year of challenges. Your experience and abilities have truly been put to task. I am extremely pleased with our commitment to our citizens.

Vice Mayor Inskeep: Mandy's expertise, knowledge and demeanor is the glue (not a very flattering term, I just couldn't think of a better one) that keeps the departments and council in synch and moving in the best direction to provide support and guidance for the many entities that work with the city (residents, businesses, contractors, utilities and other government agencies). This is a day in – day out process to continually overcome hurdles so the city can provide the best services for all.

Councilman Lehmann: Items get handled in a timely manner and as a recent resident Ms. Odom provides the history I need to complete research and vote on council item.

Councilwoman Hanchar: Attached Mrs Odoms's accomplishments for 2025 evaluation document. Worked with staff on the unexpected FDEP stormwater audit/enforcement in a timely and effective manner that was changeling time consuming.

2. BUDGETING AND FINANCIAL MANAGEMENT:

The ability to develop and monitor departmental budgets reflective of the requirements of the City organization to provide services at a level intended by City Council. Suggests appropriate use of available funds, conscious of the need to operate the City effectively and efficiently.

Combined Rating: 5.0

Mayor Green: Your efforts to assist our city financial staff as they serve is commendable.

Vice Mayor Inskeep: Mandy is very budget conscience, considers the budget impact with every decision and recommendation. Mandy is very proactive with both developing budgets and providing budget spending oversite.

Councilman Lehmann: As she stated in her performance list, we have been able to cut costs and expenses in the unnecessary areas to due to her guidance.

Councilwoman Hanchar: Seamless transition of finance department head. Showed excellent forward thinking with bringing Schonna on board while Jan was still here. Budget audit once again came in free of issues with high remarks and keeping the City financially sound.

3. POLICY AND PROGRAM DEVELOPMENT:

Demonstrates the ability to recommend policies and programs to enhance the city's goals and objectives. Assists the Council in establishing policy, acknowledging the Council has ultimate authority in policy creation.

Combined Rating: 5.0

Mayor Green: With your ability to reflect on the past 25 years, your guidance has provided needed input and suggestions.

Vice Mayor Inskeep: Mandy's understanding and knowledge of City/County/State policies/programs are key for correct Council decision making. Mandy excels at informing Council members and others of applicable policies with no bias.

Councilman Lehmann: Ms. Odom has demonstrated guidance to keep departments functioning, even when the employee has to work remotely. She has been able to get new people to fill positions that are vital to the revitalization of Dunnellon.

Councilwoman Hanchar: Several new programs have been initiated this year through out departments, please see attached exhibit "A". Some delays due to staff shortage, staff took on extra task to accomplish projects and fill in for staff deficiencies. The teamwork is a true sign of Amanda's leadership skills.

4. EFFECTIVE DECISION MAKING:

Makes good decisions in a timely manner based upon a mixture of analyses, wisdom, experience and judgement, often times under tight deadlines and pressure; is regarded wise, thorough and generally correct and accurate; sought by others for advice and solutions.

Combined Rating: 4.8

Mayor Green: This task we have faced this past year demonstrates your talent. Many times juggling several balls in the air and demonstrating your leadership skills.

Vice Mayor Inskeep: Mandy is the epitome of this category. Day in, day out Mandy "makes good decisions in a timely manner based upon a mixture of analyses, wisdom, experience and judgement, often times under tight deadlines and pressure; is regarded wise, thorough and generally correct and accurate; sought by others for advice and solutions".

Councilman Lehmann: All of Ms. Odoms decisions appear to be based on logic and reasoning that demonstrate a good idea of the overall program or project. I have not seen any decisions come back for review, which in itself is commendable in this day and age.

Councilwoman Hanchar: Looks to outside resources and professionals for guidance & education on subjects that are not familiar to her or staff. Enables her to educate & advises Council on her findings. Is not to proud to admit when she has had to educate herself with for outside assistance.

5. EMPLOYEE RELATIONS AND STAFF DEVELOPMENT:

Demonstrates the ability to recruit and retain high quality personnel, to set a high standard of performance for employees, and to foster a sense of commitment to providing a high level of public service to the citizens.

Combined Rating: 4.8

Mayor Green: Our city staff is a testament of your skill in this administration operation. We are a team.

Vice Mayor Inskeep: Mandy has a high bar for the performance of the employees, to foster a sense of commitment to providing a high level of public service to the citizens. When speaking with the city employees, it is evident they have great amount of respect for Mandy.

Councilman Lehmann: The staff appears to work well together and have a unified purpose of keeping the City functioning in a positive manner.

Councilwoman Hanchar: Staff continues to improve their skills by furthering their knowledge & education. Found qualified candidates for 2 department head positions, finance & community development. The police department staff was released & department was re-organized; a new Chief was appointed with revised goals and job description. Vendors always speak highly of their interactions with staff within different departments, this speaks highly of leadership.

6. ETHICS AND INTEGRITY:

Models the City's core values. Conducts self in accordance with the ethical standards of the office of a Charter Officer. Maintains a high degree of integrity. Actions and decisions reflect high level of moral and ethical behavior.

Combined Rating: 5.0

Mayor Green: You have always conducted yourself in a manner which sets a high standard of ethical and moral behavior.

Vice Mayor Inskeep: Mandy's ethics and integrity are of the highest standards.

Councilman Lehmann: I have seen no issues with her ethics or integrity.

Councilwoman Hanchar: Follows job description & professional ethics during working situations public events & her personal social media are still a reflection on her & the City.

7. COMMUNICATION SKILLS:

Demonstrates effective oral and written communication skills, conveying ideas and information in a manner that is clear and concise and well organized. Keeps Council informed of critical issues. Willing to listen and open to constructive criticism. Maintains a positive relationship with the public and the press. Attempts to ensure an attitude and feeling of helpfulness, courtesy and sensitivity to public perception exists.

Combined Rating: 5.0

Mayor Green: Your years of service to our city have provided much background in this area of public service.

Vice Mayor Inskeep: Mandy excels in this category.

Councilman Lehmann: Ms. Odom communicates with an extensive network of vendors, governments, their agencies and citizens and all appear to respond favorably to her and she is able to get the information she needs to keep us apprised of situations and assist us with decisions.

Councilwoman Hanchar: Available for Council even when out of office. Keeps us abreast of issues wether personal meetings, or other forms of communication. Responds in a timely manner to council request.

8. INTERACTION WITH MAYOR AND COUNCIL:
Maintains an open and trusting relationship with Council members, both collectively and individually, and responds to their concerns in an effective and timely manner. Plays a supportive role to the Mayor and Council in accordance with their directives as elected officials, without getting involved in partisan politics.

Combined Rating: 5.0

Mayor Green: You have always made yourself available and shared your suggestions and advice.

Vice Mayor Inskeep: Mandy excels in this category and this is NO small task especially with “revolving door” council members.

Councilman Lehmann: We are always provided with the information we need to make the proper decisions for the city.

Councilwoman Hanchar: Professional relationship with all council members, again available for questions, answers thoughts and ideas.

9. INTERACTION WITH INTERGOVERNMENTAL AND PROFESSIONAL AGENCIES:
Maintains a positive relationship with other governmental agencies. Fosters a high level of respect for the City of Dunnellon. Takes an active role in professional organizations.

Combined Rating: 4.8

Mayor Green: I have experienced many times the high regard our fellow government agencies and their leaders express on your behalf.

Vice Mayor Inskeep: Mandy interacts with other government agencies with the highest standard of intelligence, knowledge and behavior which has fostered a trusting and respected relationship between herself the other agencies.

Councilman Lehmann: As I said earlier, based on the extensive people she needs to contact in regards to city business, we always appear to have all the information we need, in a timely manner to do our jobs.

Councilwoman Hanchar: Marion County various departments speak highly of all our staff. Again, a reflection of our City Clerk.

10. GOAL SETTING:
Effectively assists the City Council in establishing and implementing long and short-term goals for the City. Establishes goals for subordinates and supports efforts to maximize accomplishments. Meets or exceeds personal goals as determined by the City Council.

Combined Rating: 4.8

Mayor Green: Guiding our city's goals is always a challenge. These are always positioned as a priority.

Vice Mayor Inskeep: Mandy performed all goals from last years evaluation.

Councilman Lehmann: She constantly provides us with the information we need reach decisions. We appear to have reached a point where we have gotten the function of the city to a point where almost all spending is accounted for and excess costs reduced and eliminated. I feel our next goal will be begin to develop a working plan for the development of the city in terms of infrastructure to provide a more positive appearance and experience for residents. The makeup of the residents of the city demographically is going to change to a more transient, younger demographic. She will be instrumental in helping us as a council meet this challenge.

Councilwoman Hanchar: Many goals were met this year that is shown on exhibit "A". As always new task arise that are not part of our goals. These tasks take precedence over goals & day to day processes and some goals set by Council are not completed.

MOST SIGNIFICANT ASSET(S):
What do you feel are some of the strongest points, significant accomplishments and strongest leadership traits demonstrated by the Charter Officer?

Mayor Green: Guiding your staff as our city faced many challenges and reaching conclusions.

Vice Mayor Inskeep: This would be a very long list that includes not only the above ten categories but also, contract experience, resolution of the many daily issues that arise, maintaining professionalism in heated situations, etc. The City of Dunnellon is fortunate to have someone with Mandy's qualities as their City Clerk.

Councilman Lehmann: Ms. Odom has a large knowledge base of history and what is needed to run the city and a willingness to get it done as we, the council, see the need and need to get it acted on. She completes the tasks assigned in a professional, timely manner.

Councilwoman Hanchar: Problem solving, multi-task, takes on educating herself and staff, good staff relations. Smart financial strategies.

DEVELOPMENTAL AREA(S):
What areas of the Charter Officer's performance do you feel need growth and development? Do you have suggestions for improvement in these areas?

Mayor Green: no comments

Vice Mayor Inskeep: Quit bossing Tim so much :)

Councilman Lehmann: Hard to say, I really have no suggestions.

Councilwoman Hanchar: There is always room for improvement in our careers and Mandy continues to improve herself, and encourages all staff to do the same.

GOALS FOR NEXT EVALUATION:

Use this section to describe individual development goals. These are used to build and develop essential skills and competencies needed to enhance job performance and City services. The City Council will consult with the Charter Officer throughout the year to determine the status of these goals. Future performance rating will be based in part on the accomplishment of the established goals as approved by the City Council.

Mayor Green: Continue to rely on your 25 years of service to our citizens of Dunnellon as you move forward to the goals of our city.

Vice Mayor Inskeep: Work on limiting departments Comp time and work through lunch time.

Councilman Lehmann: No suggestions.

Councilwoman Hanchar: These are goals that have been discussed with Mandy during unexpected circumstances & throughout the year:

1) Cities employee handbook: Review, update, make recommendations for any changes to council if applicable. (2024 goal)
2) All department heads to create/share report that shows when mandated task or reports are due. Establish reminders to alert staff of upcoming task, Goal to assist whoever is in position on council & department heads. (2024 goal)
3) HR: review the process of hiring throughout departments. HR/ Department heads to review applications, set background check standards, educational requirements, skill sets specific to employee position.

Achievable score = 50 Total score achieved = 48.8

Please note: If a Councilmember chooses not to rate the Charter Officer on any of the categories above, the category will not be factored into the compilated evaluation.

Recommended Salary Increase

Mayor Green: 5%
Vice Mayor Inskeep: 3%
Councilman Lehmann: not noted
Councilwoman Hanchar: TBD

SIGNATURES:

_____ _____
Charter Officer Date

_____ _____
Mayor Date

Amanda Odom, City Clerk June 17, 2025

Accomplishments for 2025 Evaluation

Administration:

1. With the elimination of the City Administrator in 2021, I continue to manage the duties and responsibilities of the position.
2. Work closely with the Finance Officer to prepare and manage City-wide budget, purchases, etc. in accordance with the City's purchasing policies.
3. Supported staff in efforts to finalize implementation of City-wide internet and phone issues by contracting with DMS provider Lumen.
4. Upgraded City Hall security with the installation of surveillance cameras.

Community Development:

1. I have worked closely with Kelly remotely to continue successful departmental operations in the absence of a department manager.
2. Facilitated approval of an agreement with eda consultants for professional planning services.
3. Facilitated and attended meetings with staff, eda, developers, and City attorney on development inquiries, variances, rezones, FLUM amendments, etc.
4. Directed recruitment efforts to fill vacancies. Appointed P&Z Staff Assistant.
5. Recruited and recommended appointment of Community Development Manager.
6. Researched, obtained quotes, and implemented vacation rental software program; began registration process; trained Will to take over registration process.
7. Coordinated efforts with the Marion County Fire Marshall to establish guidelines and a process for vacation rental fire inspections.

Finance and Human Resources:

1. Worked with Finance Officer to prepare a balanced FY 2025 budget with no increase in taxes to property Dunnellon property owners.
2. Oversaw implementation of new financial system to save money, improve processes and increase customer satisfaction.
3. Worked with staff and audit firm in preparation for successful City-wide financial audit.
4. Prepared multiple Resolutions, as directed by the City Council, to amend the City's Employee Manual.
5. Completed evaluations of department heads, Assistant Clerk, and P&Z Supervisor.
6. Recruited and recommended appointment of new Finance Officer.

Public Works/Code Enforcement:

1. Prepared RFP and draft contract for Solid Waste Collection.
2. Prepared RFP and draft contract for Disaster Debris Removal and Disposal.
3. Assisted with the preparation of RFP for CRA Road Projects.
4. Worked with Chad to process change orders and pay apps for the Granada Road Project.
5. Worked with Kimley-Horn and Chad to ensure required SWFWMD ERP inspections and reporting deadlines are met.
6. FDEP Stormwater Audit/Enforcement: Developed 5 Standard Operating Procedures with checklists and tracking mechanisms.
7. Prepared comprehensive response to FDEP enforcement notice.
8. Completed NDPES Notice of Intent to renew FDEP MS4 Stormwater Permit
9. Prepared for and conducted public education and outreach activities to satisfy Element 1 of the city's stormwater permit. Conducted city-wide employee education.
10. Working with Chad to implement paid parking/launch fees at City Hall to generate revenue for maintaining parking facilities, boat ramp and restrooms.

Amanda Odom, City Clerk June 17, 2025

Accomplishments for 2025 Evaluation

Police Department:

1. Assist the Department regarding City policies, processes, and procedures.
2. Worked with labor counsel to assist Council with options regarding the separation of the Police Chief. Facilitated the preparation of a separation agreement.
3. Responded to numerous allegations lodged against myself and city staff.
4. Facilitated internal investigations of PD staff conducted by MCSO.
5. Facilitated communication and agreement with the Marion County Sheriff to transition law enforcement services to Marion County.
6. Worked with the FLPBA and labor counsel regarding the layoff of police officers.
7. Facilitated the Chief of Police evaluation process.

City Council:

1. Facilitated the adoption of eight Ordinances including Parking/Boating fines rate increase, Alcoholic Beverages, CRA Plan Amendments, and Stormwater Management.
2. Facilitated the adoption of multiple surplus resolutions to dispose of surplus property and properties.
3. Facilitated sale of surplus real property, vehicles and equipment.
4. Worked with Assistant Clerk to complete Supplement 12 codification of the City's Code of Ordinances.
5. Acted and followed through on multiple Council directives throughout the evaluation period.
6. Facilitated recruitment efforts following Council resignations.

Miscellaneous – oversight and execution of the following:

1. 404 public record and/or general information requests
2. 76 Lien searches
3. 8 completed Ordinances, 5 in process
4. 25 completed Resolutions, 6 in process
5. 25 Agreements
6. 1 Grant application
7. 1 Proclamation
8. 41 Council/CRA agendas
9. 18 Other board agendas
10. Reviewed and approved all payroll and accounts payable warrants

Goals established by Council in 2024:

Mayor Green: Continue the leadership you have established through your many years serving our city.

Vice Mayor Inskeep: Implement the new financial software program "Enterprise Reporting Software (ERP)" soon as possible, minimizing the "Munis support" expenditure.

Councilman Lehmann: No suggestions.

Councilwoman Hanchar: Revamp the cities employee handbook. 2) report on all vendors that we have contracts with, that have renewal dates, current rate, yearly if applicable increase rate and any other pertinent information deemed necessary.

Quote

Quote Number: 30713

Payment Terms:
Expiration Date: 07/30/2025

Quote Prepared For

Mandy Odom
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
United States
Phone:352-465-8500 ext. 1005
MOdom@dunnellon.org

Quote Prepared By

Jason Race
Artemis
780 S. Apollo Blvd, Unit 100
Melbourne, FL 32901
United States
Phone:(321) 757-8909
Fax:(321) 837-3927
JRace@artemisit.com

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price	Discount %
Monthly Items							
1)	1	MBS-Managed Backup Solution Cloud Imaged up to 2TB (SI-4) Backup & disaster recovery solution, includes backup software licensing, remote backup storage, replication service, 1 year retention on remote backups. Offline, encrypted, and immutable backups in secure, fault tolerant cloud storage service. Service for up to 2TB raw data storage. On-premise backup hardware not included.	$300.00		$300.00	$300.00	
					Monthly Total		**$300.00**
One-Time Items							
2)	1	DTI-Dell PowerEdge R650xs Server* Dell Power Edge R650xs Server to include: Rack chassis with 8 Drive Bays, R650xs Motherboard w/ Broadcom 5720 DP 1Gb On-Board, (1) Intel Xeon Silver 4310 12C processors, 96GB Memory (16GB x6), (6) 960GB SSD SATA Read Intensive Hot-Plug Drives, Broadcom 57412 Dual port 10GBe Adapter, dual hot plug redundant power supplies (1+1) 800W, iDRAC9, Enterprise 15G, Front PERC H755, power cords, Standard Bezel, Ready Rails, 5 years Dell ProSupport with 4-hour Mission Critical Onsite Response.	$12,677.31	$1,901.60	$10,775.71	$10,775.71	15.00 %
3)	16	*MSI-Server 2025 Standard Microsoft Windows Server 2022 Standard; 2-core packs. *A minimum of (8) 2-core packs (16 core licenses total) are required for each server.	$147.00		$147.00	$2,352.00	
4)	20	*MSI-Server 2025 Single User CAL Microsoft Windows Server 2022 single user Client Access License (CAL)	$50.00		$50.00	$1,000.00	
5)	1	BAI-WS5420DN WSS NAS Server Buffalo Americas Buffalo TeraStation 5420DN Windows Server IoT 2019 Standard 8TB 4 Bay Desktop (4x2TB) NAS Hard Drives Included RAID iSCSI - Intel Atom C3338 Dual-core (2 Core) 1.50 GHz - 4 x HDD Supported - 32 TB Supported HDD Capacity - 4 x HDD Installed - 8 TB Installed HDD Capacity - 8 GB RAM DDR4 SDRAM - Serial ATA/600 Controller - RAID Supported 0, 1, 5, JBOD - 4 x Total Bays - 10 Gigabit Ethernet, Gigabit Ethernet - 2 USB Port(s) - 2 USB 3.0 Port(s) - Network (RJ-45) - Windows Server IoT 2019 - iSCSI IOT 2019 STANDARD 4X2TB NAS HD RAID	$1,975.00		$1,975.00	$1,975.00	
6)	1	BAI-NBD Warranty (5)YR Buffalo Americas Enhanced Next Business Day Warranty, (5) Year; Service for TeraStation 3400D/522D NVR/5200DN/5400DN NBD Replacement 24/7/365 Support	$249.99		$249.99	$249.99	
7)	1	APC-Smart UPS SMC1500-2UC APC by Schneider Electric SMART UPS C 1500VA RM 2U 120V with SmartConnect	$906.58		$906.58	$906.58	
8)	8	ICC-Patch Cable-CAT6-Blue-10' ICC-Patch Cable-CAT6-Blue-10'	$6.95		$6.95	$55.60	

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price	Discount %
9)	1	Engineering Labor Install/Setup/configure new host hardware. Create/provision virtual servers. Install and configure existing SQL 2019 on app server. Manage vendor for Laserfiche configuration / data move. Migration and replication of data. Setup file shares. Provision AV on all servers. Migration of printers. Install and configure backup appliance and offsite backups. Test and confirm backups and restoration ability. Validation of apps, services, and data. Transfer roles to new DC. Create and Configure GPO. Install / setup UPS. Decommission old equipment. Troubleshooting & Remediation. *Note: SQL Server 2019 reached the end of mainstream support on February 28, 2025. Extended support, which includes critical security updates, will continue until January 8, 2030. However, Microsoft will no longer provide phone or email technical support after mainstream support ends.	$10,042.00		$10,042.00	$10,042.00	
					One-Time Total		**$27,356.88**
Shipping Items							
10)	1	Shipping and Handling Shipping & Handling	$295.00		$295.00	$295.00	
					Shipping Total		**$295.00**
NOTE: All prices are subject to change without notice if impacted by tariffs, duties, or other government-imposed fees. 100% of hardware and software cost is due upon acceptance of quote and before equipment is ordered. Mileage charges included.					**Subtotal**		**$27,951.88**
					Total Taxes		**$0.00**
					Total		**$27,951.88**

Authorizing Signature _____

Date _____

*** Prices Reflect - Cash Discounts *** / This quote is valid for 10 business days / Unless otherwise stated, labor for installation and setup is not included / 100% of hardware and software cost is due upon acceptance of quote and before equipment is ordered / Additional shipping charges may apply / All returns are subject to a 20% restocking fee / Interest Charges on Past Due Accounts and Collection Costs for Overdue amounts shall be subject to a monthly finance charge / In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due / Additional training or Professional Services can be provided at our standard rates. Client agrees that Artemis is not liable or responsible for any amount of damages above one month's dollar amount paid by client for the purchase of services under this agreement. Artemis will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for service not being available, for lost or corrupted data, or for any claim by any third party. Cancellations are subject to a 30-day notice unless otherwise specified in a contract. Client acknowledges that Artemis would not enter into this agreement without these limitations on liability.

City of Dunnellon

Agenda Summary Form

Meeting Date: July 16, 2025

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Appoint Cheryl Miller to the Fire & Police Board of Trustees for a Two-year Term, 7/16/2025-07/16/2027

Subject: Application for Fire & Police Pension Board Trustee

Request for Approval Summary Explanation & Background:

We currently have a vacancy on the Firefighter and Police Officer Pension Board of Trustees for a City resident position following the resignation of Karin DeWitt. On June 30, 2025, we received a trustee application from Mrs. Cheryl Miller.

Municipal Fire & Police Pensions are governed by F.S. Ch. 175 and 185. Pursuant to F.S. 185.05(1)(a) "The membership of the board of trustees for chapter plans consists of five members, two of whom, unless otherwise prohibited by law, must be legal residents of the municipality and must be appointed by the legislative body of the municipality."

Mrs. Miller has been a City resident for 13 years. She is a retired United States Marine with a background in Human Resources. Her application is available for your reference.

Staff Recommendation is to approve and appoint Mrs. Miller to the Fire and Police Pension Board.

Procurement Method: **N/A**

Fiscal Information: **N/A**

Attorney Review: **N/A**

CITY OF DUNNELLON
STAFF REPORT BY EDA CONSULTANTS, INC.
SMALL-SCALE LAND USE MAP AMENDMENT
FOR PARCEL 33615-000-00

CITY PLANNING COMMISSION STAFF REPORT

PLANNING COMMISSION HEARING DATE: May 13, 2025

APPLICATION NAME: Small-Scale Land Use Map Change Parcel 33615-000-00

GENERAL LOCATION: 20077 SW 110th ST

NUMBER OF ACRES: 3.76 +/-

APPLICATION TYPE: Small-scale Land Use Change (Legislative)

RECOMMENDATION: Approve Future Land Use Map change from Public to Commercial

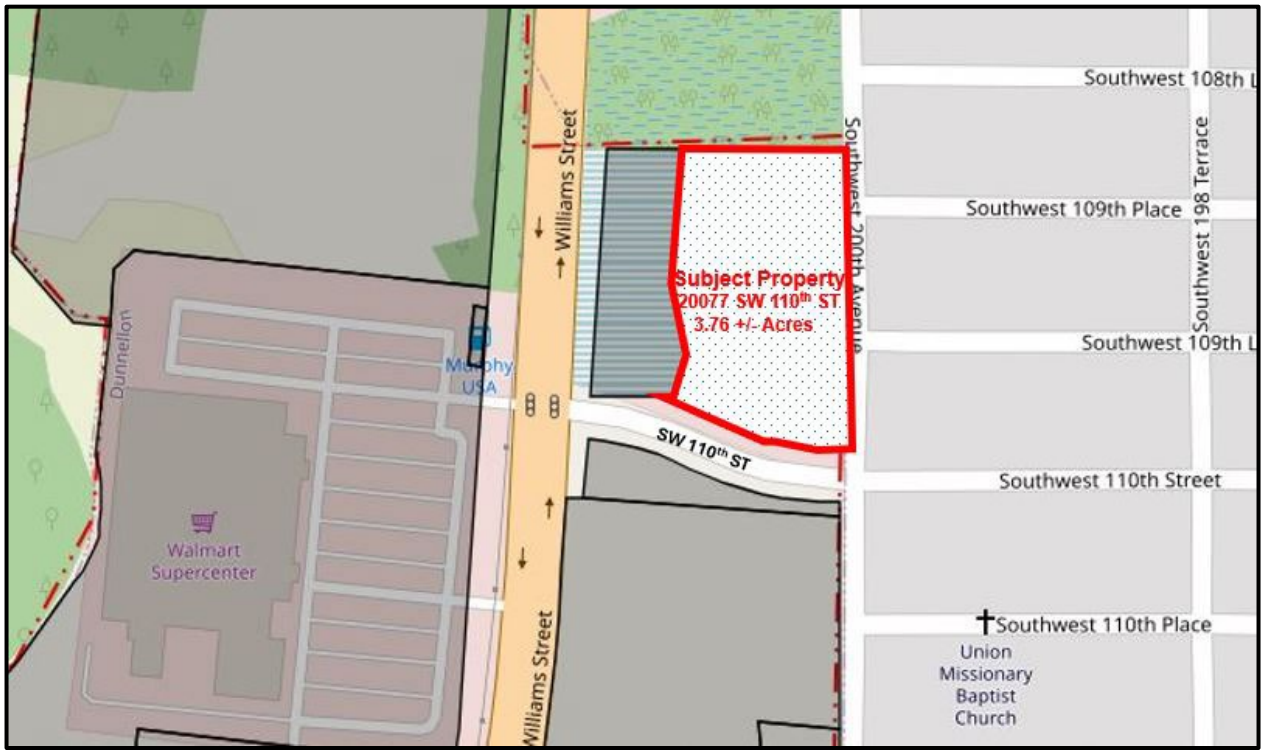


Figure 1: Location Map

APPLICATION INFORMATION:

Agent/Applicant: City of Dunnellon
Owner: School Board of Marion County
Legislative History: Ordinance 03-20 and Ordinance 2016-03

SITE INFORMATION:

Address: 20077 SW 110th ST
Parcel Number: 33615-000-00
Acreage: 3.76 +/- Acres
Existing Use: Boys & Girls Club of Marion County
Future Land Use Designation: Public
Zoning District: B-4 General Business District

ADJACENT PROPERTY CHARACTERISTICS:

	EXISTING USES	FUTURE LAND USE MAP DESIGNATION(S)	ZONING DISTRICT(S)
North	Vacant	Marion County Employment Center	Marion County M-1 (Light Industrial)
South	SW 110th Street	N/A	N/A
East	SW 200th Avenue	N/A	N/A
West	Stormwater Retention Pond	Commercial	B-4

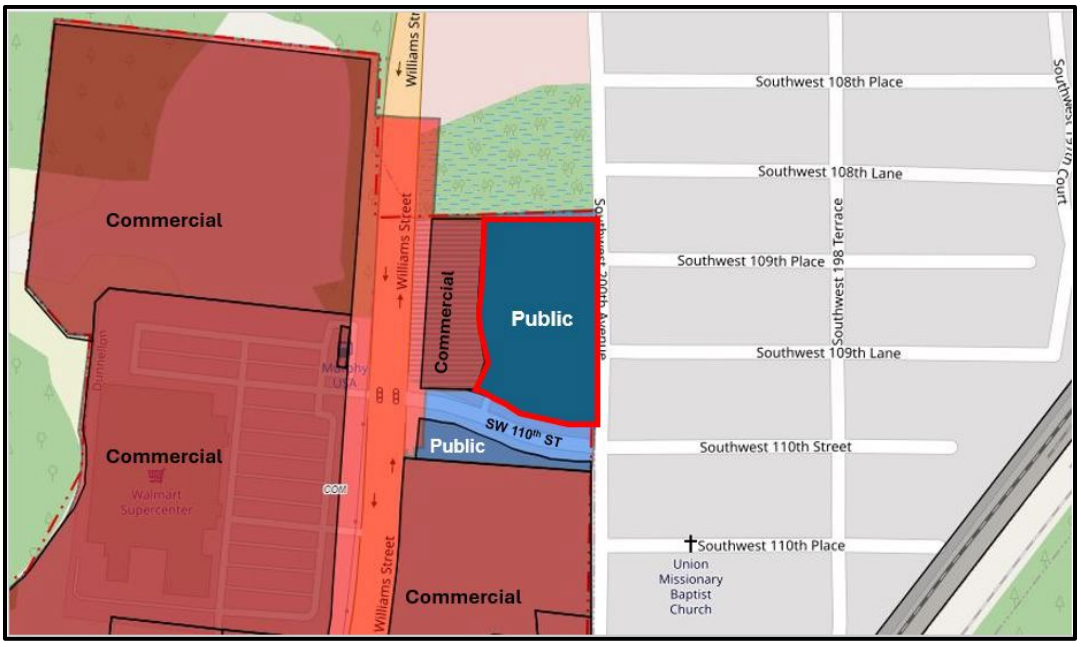


Figure 2: Existing Future Land Use Map Designation

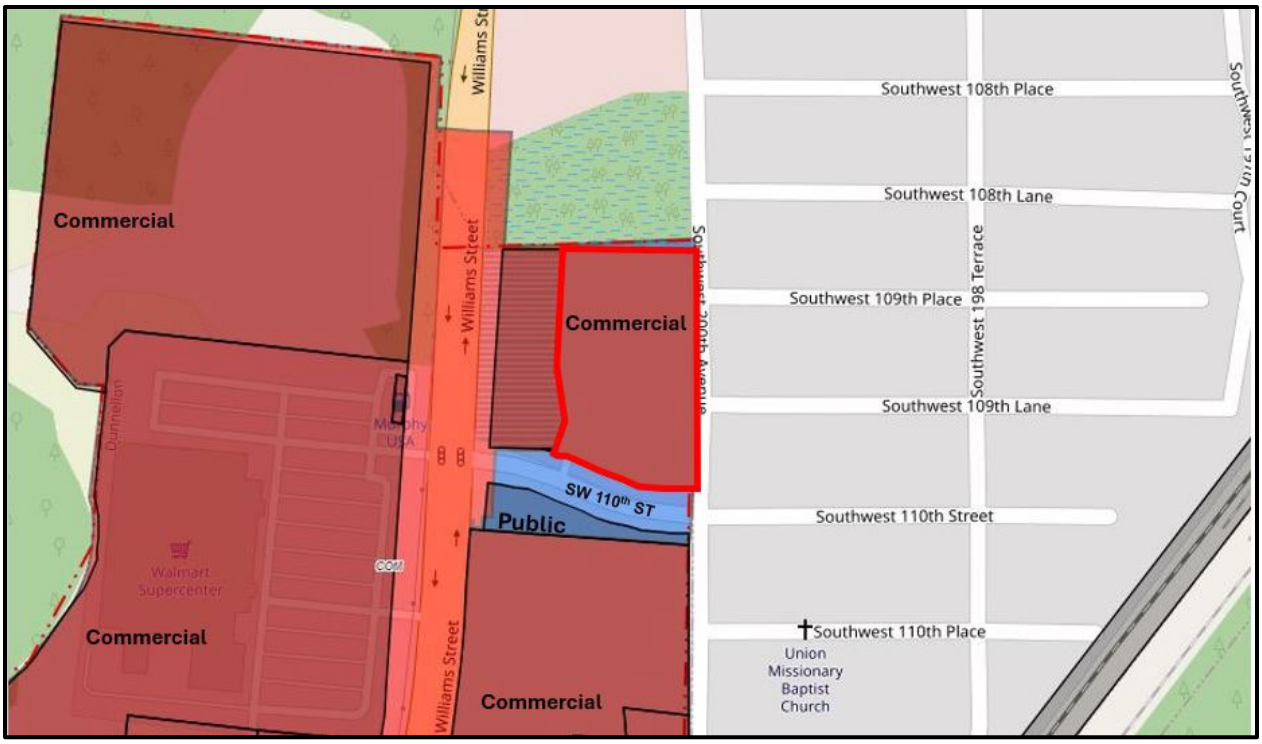


Figure 3: Proposed Future Land Use Map Designation

DESCRIPTION & BACKGROUND INFORMATION:

This is a City-initiated application for a Small-Scale future land use amendment for a parcel (33615-000-00) located at 20077 SW 110th Street. The property currently is developed as the Boys & Girls Club of Marion County. The Marion County School Board owns the property. The parcel size is 3.76 +/- acres. Figure 1 on the first page illustrates the property location on SW 110th Street.

On January 12, 2004, the City of Dunnellon adopted Ordinance 03-20, which was a Small-Scale Future Land Use Map amendment for property owned by the Marion County School Board (see Appendix A for Ordinance 03-20 and documentation that this was sent to the State of Florida for their records). That ordinance changed the Future Land Use Map designation of the property from Public to Commercial. This Future Land Use Map amendment was duly sent to the State of Florida Department of Community Affairs for their records. Unfortunately, this Future Land Use Map amendment was not reflected on the Future Land Use Map (GIS version or the version adopted with the Comprehensive Plan update on June 15, 2016 by Ordinance 2016-03).

In order to correct this mapping error, the City is processing this application to correct the map to properly depict the Commercial future land use designation for the property (as was the City's intent with the adoption of Ordinance 03-20 in 2004).

When Ordinance 03-20 was adopted in 2005, the subject property was larger than exists now. The parcel size has been reduced by the sale of the western portion of the property to the State of Florida for a stormwater retention pond for US 41 (Williams Street) and for the later construction of SW

110th Street that connects from US 41 to SW 200th Avenue. The retention pond area is correctly depicted with the Commercial future land use designation on all of the City's maps.

After the construction of SW 110th Street, the remnant property to the south was sold in 2018 and became a separate tax parcel number (33615-000-02). The City of Dunnellon also has processed a related application to correct the mapping error for that property.

ASSESSMENT:

In order to correct this mapping error, the City must process a Small-Scale Future Land Use Map amendment to update the City's map to correctly show that Parcel 33615-000-00 has the Commercial future land use designation. Ordinance 2025-05 is included as part of the backup material for this item, which will correctly depict the future land use designation as Commercial as was the intent of Ordinance 03-20.

RECOMMENDATION:

Based on evidence that a mapping error occurred that does not correctly depict the Future Land Use Map amendment adopted by Ordinance 03-20 on the City's adopted Future Land Use Map, the recommendation is to review Ordinance 2025-05 and recommend approval of the ordinance to the City Council.

Please contact Onelia Lazzari or Clay Sweger with eda consultants, inc. if you have any questions about this proposed item.

Onelia Lazzari, AICP
Principal Planner
Email: olazzari@edafl.com
Office Phone: (352) 373-3541

720 SW 2nd Ave
South Tower, Suite 300
Gainesville, Florida 32601
(352) 373-3541

Appendix A: Ordinance 03-20

ORDINANCE 03-20

MASTER

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; RELATING TO AN AMENDMENT OF 10 ACRES OR LESS OF LAND (OWNED BY THE MARION COUNTY SCHOOL BOARD, FURTHER DESCRIBED HEREIN), TO THE CITY OF DUNNELLON COMPREHENSIVE PLAN; PURSUANT TO SECTION 163.3187, FLORIDA STATUTES AND RULE 9J-11.015, FLORIDA ADMINISTRATIVE CODE BY CHANGING THE LAND USE MAP OF THE COMPREHENSIVE PLAN WHICH SHALL CHANGE THE LAND USE OF CERTAIN LANDS WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF DUNNELLON; AMENDING THE LAND USE CLASSIFICATION FROM PUBLIC TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through Section 163.3215, Florida Statutes, which requires the City of Dunnellon, Florida to prepare and adopt a Comprehensive Plan in accordance with the requirements of the said act; and

WHEREAS, the City of Dunnellon has prepared a Comprehensive Plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Dunnellon, did on October 14, 1991, adopt a Comprehensive Plan; and on December 12, 1992, validly approved the City of Dunnellon Zoning Code; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, an application 03-01SSA, for an amendment, as described below, to the Future Land Use Map of the City of Dunnellon Comprehensive Plan, herein referred to as the City's Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Dunnellon has been designated as the Local Planning Agency; and

WHEREAS, the Planning and Zoning Commission of the City of Dunnellon did on September 16, 2003 hold a public hearing, with public notice having been provided, on said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan at said public hearing, the Planning and Zoning Commission, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Comprehensive Plan Amendment Report and concerning said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan and did not vote to recommend approval to the City Council for approval of said application for amendment; and

WHEREAS, the City Council did on December 15, 2003, hold the required public hearing, with public notice having been provided, under the provisions of the small scale development amendment procedures established in Sections 163.3161 through 163.3215, Florida Statutes, on said application for amendment, as described below, the City Council reviewed and considered all comments received during the public hearings, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency, and the Comprehensive Plan Amendment Report concerning said application 03-01SSA, for amendment as described below, to the Future Land Use Map of the City's Comprehensive Plan; and

WHEREAS, the City Council has determined and found said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council has determined and found that approval of said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1: Pursuant to application, 03-01SSA, a request was submitted by the Marion County School Board to amend the Future Land Use Map of the Comprehensive Plan of the City of Dunnellon by establishing the land use classification of certain lands within the corporate limits of the City of Dunnellon, Florida, the land use classification is hereby established as COMMERCIAL on the property described as follows and identified on the Exhibit "A" attached:

SEC 26 TWP 16 RGE 18
COM AT PT 506 FT N OF SE COR OF N 1/2 TH N TO SE COR OF
NE 1/4 OF NE 1/4 OF NE 1/4 TH W TO E ROW LINE HWY 41 TH
SLY TO PT S 87-38-00 W 587.48 FT OF POB TH N 87-38-00 E
587.48 FT TO POB EXC N 428.66 FT THEREOF & COM 506 FT N OF
SE COR OF NE 1/4 FOR POB TH S 87-38-00 W 587.48 FT TO THE
E LINE US 41 TH SLY ALONG ROW 310 FT TO NORTH LINE OF 50 FT
ST TO CHATMAR TH S 84-18-00 E 618.02 FT TH N 316.46 FT TH
E 30 FT TO EAST LINE OF SEC TH N 78 FT TO THE POB &
EXC COM AT THE E 1/4 COR OF SEC 26 TH N 00-00-00 E 506 FT TO
THE POB TH CONT N 00-00-00 E 367.21 FT TH N 86-08-16 W
556.84 FT TH S 03-51-44 W 433.88 FT TO A PT OF CURVATURE
CONCAVE NWLY HAVING A RADIUS OF 1500 FT TH SLY ALONG CURVE
310.74 FT THRU A CENTRAL ANGLE OF 11-52-10 A CHORD BEARING
& DISTANCE OF S 09-47-49 W 310.19 FT TH S 84-18-10 E
610.59 FT TH N 00-00-00 E 316.46 FT TH N 90-00-00 E 30 FT
TH N 00-00-00 E 78 FT TO THE POB &
EXC WATER RETENTION AREA BEING PARTICULARLY DESC AS:
COM AT THE NE COR OF NE 1/4 OF SEC 26 TH N 89-42-55 W
438.78 FT TH S 04-17-09 W 1093.89 FT TO THE POB TH
S 89-48-52 E 188.84 FT TH S 04-18-48 W 260.65 FT TH
S 09-51-32 E 125.11 FT TH S 17-39-45 W 81.78 FT TH
N 88-17-12 W 177.38 FT TH S 03-17-09 W 162.69 FT TH
N 86-42-51 W 3 FT TH S 03-17-09 W 26.53 FT TH N 85-44-56 W
22.99 FT TH N 04-17-09 E 645.24 FT TO THE POB &
EXC SR 45 ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 26 TH N 00-23-20 E 58.13
FT TH N 83-31-20 W 657.46 FT TO A PT BEING ON A CURVE
CONCAVE WLY HAVING A RADIUS OF 1959.86 FT A CENTRAL ANGLE
OF 01-28-51 A CHORD BEARING OF N 15-37-08 E TH NLY ALONG
THE ARC OF CURVE 50.64 FT TO THE POB TH CONT ALONG THE ARC
OF CURVE A CHORD BEARING OF N 09-34-56 E THRU A CENTRAL
ANGLE OF 10-35-24 362.34 FT TH N 04-17-09 E 377.78 FT TH
S 85-44-56 E 22.99 FT TH S 03-17-09 W 134.84 FT TO THE POC
OF A CURVE CONCAVE WLY HAVING A RADIUS OF 3331.04 FT A
CENTRAL ANGLE OF 09-53-53 A CHORD BEARING OF S 08-14-06 W
TH SLY ALONG THE ARC OF CURVE 575.45 FT TH S 24-14-33 E
31.37 FT TH S 81-33-13 E 77.62 FT TH S 06-28-40 E 0.96 FT
TH N 83-31-20 W 111.60 FT TO THE POB

Section 2: Severability. If any portion of this Ordinance shall be declared unconstitutional or if the applicability of this Ordinance, or any portion thereof, to any person or circumstance shall be held invalid, the validity of the remainder of this Ordinance and the applicability of this Ordinance, or any portion thereof, to other persons or circumstances, shall not be affected thereby. It is the specific intent of the City Council of the City of Dunnellon that the severability as set forth above shall apply to this ordinance.

Section 3: Future Land Use. The Comprehensive Plan Future Land Use designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map.

Section 4: Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

Section 5: Effective Date. This Ordinance shall become effective immediately upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, to requires a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statues, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 24 day of Nov. 2003.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading on the 12 day of Jan. 2004.

Attest:

City Council of the City of Dunnellon

Dawn M. Bowne, C.M.C.
City Clerk

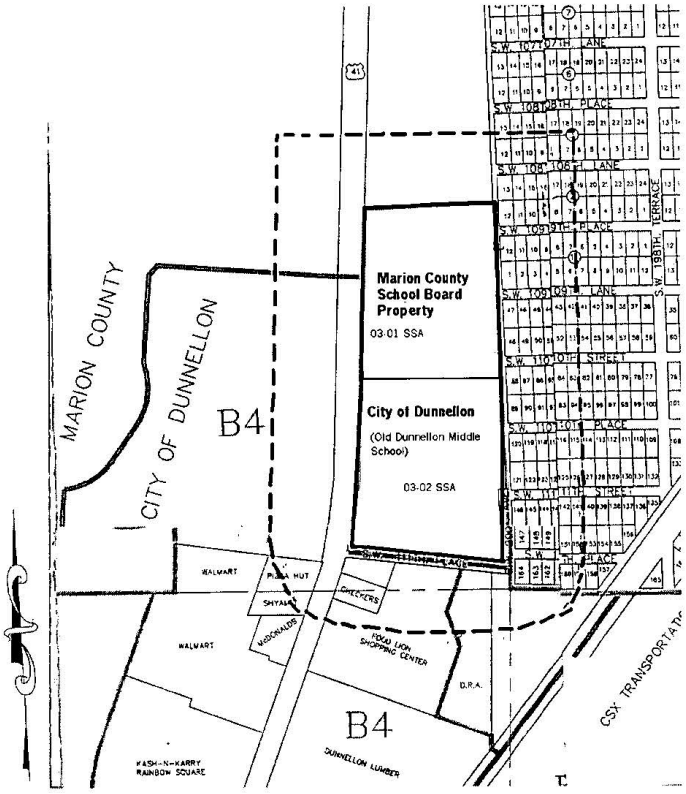
John L. Taylor,
Mayor

Approved as to Form and Correctness:

Larry Haag, City Attorney
Haag, Friedrich & Wilcox, P. A.
452 Pleasant Grove Road
Inverness, Florida 34452

EXHIBIT 'A'

Marion County School Board



\\Dpdc\company\User.Jackie\Land Use Cases\Middle School.School Board\map.doc

Jackie file

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

HEIDI HUGHES
Interim Secretary

CITY Of DUNNELLON
MAR 29 2004
RECEIVED

March 24, 2004

cc: Jackie Jim

Ms. Jackie Gorman
Community Development Director
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

Dear Ms. Gorman:

Thank you for submitting copies of the City of Dunnellon Small Scale Development Plan Amendment adopted by Ordinance 03-20 on January 12, 2004 for our records. The reference number for the amendment is City of Dunnellon 04-S1. School board property

The Department **will not** conduct a compliance review or issue a Notice of Intent regarding the adopted small scale development plan amendments in accordance with procedures contained in Section 163.3187(3)(a), Florida Statutes.

If you have any questions, please contact me for the DRI and Plan Processing Section at (850)922-1767.

Sincerely,

D. Ray Eubanks

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE\dj

cc: Mike Moehlman, Executive Director, Withlacoochee RPC

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: http://www.dca.state.fl.us

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

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 #ORD2025-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE LAND USE CATEGORY DESIGNATION OF 4.45 ACRES, MORE OR LESS, FOR A PROPERTY LOCATED AT 20077 SW 110TH STREET (TAX PARCEL IDENTIFICATION 33615-000-00), AS MORE SPECIFIALLY DESCRIBED IN THIS ORDINANCE, FROM PUBLIC TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN 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 law[1] 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;

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

☐ 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:

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;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. 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 the public purpose, such as serving the public health, safety, morals, and welfare):

In the best interests of the public's health, safety, and welfare, this ordinance amends the Future Land Use Map of the City's Comprehensive Plan by changing the land use category designation from Public to Commercial for a property located at 20077 SW 110th Street (tax parcel identification 33615-000-00) due to incorrect depictions on the Map.

.

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;

It is not anticipated that businesses will incur compliance costs.

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

The ordinance does not introduce any new charges or fees.

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

No additional regulatory costs anticipated.

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

No impact to local businesses.

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

N/A.

ORDINANCE #ORD2025-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE LAND USE CATEGORY DESIGNATION OF 4.45 ACRES, MORE OR LESS, FOR A PROPERTY LOCATED AT 20077 SW 110TH STREET (TAX PARCEL IDENTIFICATION 33615-000-00), AS MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE, FROM PUBLIC TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Dunnellon is committed to planning and managing the future growth and development of the City; and

WHEREAS, the City Council of the City of Dunnellon has the authority to amend its Comprehensive Plan pursuant to the Community Planning Act set forth in Chapter 163, Florida Statutes, and

WHEREAS, on January 12, 2004 the City Council of the City of Dunnellon adopted Ordinance 03-20 that changed the Future Land Use Category for the subject property to Commercial and duly submitted this amendment to the state land planning agency;

WHEREAS, the Future Land Use Map adopted with the Evaluation and Appraisal Comprehensive Plan amendments on June 15, 2016 by Ordinance 2016-03 did not correctly depict the future land use amendment adopted by Ordinance 03-20;

WHEREAS, the future land use map of the Comprehensive Plan depicts the Land Use categories that are permissible within the City, and

WHEREAS, the City Council of the City of Dunnellon desires to amend the Future Land Use Map of the Comprehensive Plan to correct the mapping error that occurred with the adoption of the Future Land Use Map on June 15, 2016 by Ordinance 2016-03 and provide the correct designation of Commercial for the subject property on the Future Land Use Map; and

WHEREAS, the Local Planning Agency held a public hearing on May 13, 2025, to consider this amendment to the Future Land Use Map of the Comprehensive Plan, and

WHEREAS, the City Council of the City of Dunnellon held public hearings to consider this amendment, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, the City of Dunnellon has complied with all requirements and procedures of Florida law in processing this small-scale amendment to the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Dunnellon hereby finds and determines that this amendment is internally consistent with the City's Comprehensive Plan.

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

SECTION 1. The recitals set forth above are hereby adopted as the legislative findings of the City Council of the City of Dunnellon, Florida.

SECTION 2. Comprehensive Plan Amendment – Future Land Use Map

a) The City of Dunnellon Comprehensive Plan and Future Land Use Map, and ordinances which adopted and amended said Future Land Use Map, are hereby amended to designate the subject property which consists of Tax Parcel Identification 33615-000-00 comprising 3.76 acres, more or less located at 20077 SW 110th Street, said property being legally described and mapped in Exhibit "A" attached hereto and by this reference incorporated herein.

b) The Future Land Map is hereby amended to designate the subject property from Public Land Use to Commercial, as depicted on the Future Land Use Map attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 3. CONFLICTS. After the effective date of this Ordinance, in any case where all or any part of this Ordinance is found to conflict with any provision of any other ordinance of the City of Dunnellon, to the extent of such conflict, all such ordinances are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unenforceable, unlawful, or unconstitutional by a court of competent jurisdiction, 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.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective 31 days after adoption by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, this ordinance shall become effective once the State land planning agency or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 11th day of June 2025.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 16th day of July 2025.

Ordinance Posted on the City's website on June 10, 2025.

Public Hearing and Final Reading advertised on the City's website on June 18, 2025, and advertised in the Riverland News on June 27, 2025.

ATTEST:

Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON

Walter L. Green, Mayor

Approved as to Form:

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 10th day of June 2025.

Amanda L. Odom, CMC
City Clerk

Exhibit "A"

A PARCEL OF LAND BEING A PORTION OF SECTION 26, TOWNSHIP 16, RANGE 18, MARION COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEC 26 TWP 16 RGE 18
COM AT PT 506 FT N OF THE SE COR OF N 1/2 OF SEC 26 TH N TO SE COR OF NE 1/4 OF NE 1/4 OF NE 1/4 TH W TO E ROW LINE HWY 41 TH SLY TO PT S 87-38-00 W 587.48 FT OF THE POB TH N 87-38-00 E 587.48 FT TO THE POB EXC N 428.66 FT THEREOF & COM 506 FT N OF SE COR OF NE 1/4 FOR POB TH S 87-38-00 W 587.48 FT TO THE E LINE US 41 TH SLY ALONG ROW 310 FT TO NORTH LINE OF 50 FT ST TO CHATMAR TH S 84-18-00 E 618.02 FT TH N 316.46 FT TH E 30 FT TO EAST LINE OF SEC TH N 78 FT TO THE POB & EXC COM AT THE E 1/4 COR OF SEC 26 TH N 00-00-00 E 506 FT TO THE POB TH CONT N 00-00-00 E 367.21 FT TH N 86-08-16 W 556.84 FT TH S 03-51-44 W 433.88 FT TO A THE POC OF A CURVE CONCAVE NWLY HAVING A RADIUS OF 1500 FT TH SLY ALONG CURVE 310.74 FT THRU A CENTRAL ANGLE OF 11-52-10 A CHORD BEARING & DISTANCE OF S 09-47-49 W 310.19 FT TH S 84-18-10 E 610.59 FT TH N 00-00-00 E 316.46 FT TH N 90-00-00 E 30 FT TH N 00-00-00 E 78 FT TO THE POB & EXC WATER RETENTION AREA BEING

MORE PARTICULARY DESC AS:
COM AT THE NE COR OF NE 1/4 OF SEC 26 TH N 89-42-55 W 438.78 FT TH S 04-17-09 W 1093.89 FT TO THE POB TH S 89-48-52 E 188.84 FT TH S 04-18-48 W 260.65 FT TH S 09-51-32 E 125.11 FT TH S 17-39-45 W 81.78 FT TH N 88-17-12 W 177.38 FT TH S 03-17-09 W 162.69 FT TH N 86-42-51 W 3 FT TH S 03-17-09 W 26.53 FT TH N 85-44-56 W 22.99 FT TH N 04-17-09 E 645.24 FT TO THE POB & EXC SR 45 ROW TAKING

BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 26 TH N 00-23-20 E 58.13 FT TH N 83-31-20 W 657.46 FT TO A PT BEING ON A CURVE CONCAVE WLY HAVING A RADIUS OF 1959.86 FT A CENTRAL ANGLE OF 01-28-51 A CHORD BEARING OF N 15-37-08 E TH NLY ALONG THE ARC OF CURVE 50.64 FT TO THE POB TH CONT ALONG THE ARC OF CURVE A CHORD BEARING OF N 09-34-56 E THRU A CENTRAL ANGLE OF 10-35-24 362.34 FT TH N 04-17-09 E 377.78 FT TH S 85-44-56 E 22.99 FT TH S 03-17-09 W 134.84 FT TO THE POC OF A CURVE CONCAVE WLY HAVING A RADIUS OF 3331.04 FT A CENTRAL ANGLE OF 09-53-53 A CHORD BEARING OF S 08-14-06 W TH SLY ALONG THE ARC OF CURVE 575.45 FT TH S 24-14-33 E 31.37 FT TH S 81-33-13 E 77.62 FT TH S 06-28-40 E 0.96 FT TH N 83-31-20 W 111.60 FT TO THE POB

EXC ADD ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 26 TH N 00-23-30 E 900.87 FT TO THE POB TH N 88-11-21 W 57.98 FT TO THE POC OF A CURVE CONCAVE NLY HAVING A RADIUS OF 600 A CHORD BEARING & DISTANCE OF N 75-38-16 W 260.78 FT TH WLY ALONG ARC OF CURVE THRU A CENTRAL ANLGE OF 25-06-11 AN ARC DISTANCE OF 262.88 FT TO THE PT OF REVERSE CURVATURE OF A CURVE CONCAVE SELY HAVING A

RADIUS OF 500 FT A CHORD BEARING & DISTANCE OF N 73-22-34 W 178.63 FT TH WLY ALONG ARC OF CURVE THRU A CENTRAL ANGLE OF 20-34-47 AN ARC DISTANCE OF 179.59 FT TH N 83-39-58 W 17.14 FT TH N 04-17-09 E 80.47 FT TH S 88-17-12 E 126.26 FT TO A PT ON A NON-TANGENT CURVE CONCAVE SLY HAVING A RADIUS OF 600 FT A CHORD BEARING & DISTANCE OF S68-17-46 E 108.97 FT TH ELY ALONG ARC OF CURVE THRU A CENTRAL ANGLE OF 10-25-12 AN ARC DISTANCE OF 109.12 FT TO THE PT OF REVERSE CURVATURE OF A CURVE CONCAVE NLY HAVING A RADIUS OF 500 FT A CHORD BEARING & DISTANCE OF S 75-38-16 E 217.32 FT TH ELY ALONG ARC OF CURVE THRU A CENTRAL ANGLE OF 25-06-11 AN ARC DISTANCE OF 219.06 FT TH S 88-11-21 E 55.50 FT TH S 00-23-30 W 100.03 FT TO THE POB EXC ANY PT OF THE ABOVE DESC PROPERTY LYING WITHIN 100 FT OF THE CENTER LINE SR 41 (AS DESC IN DEED BOOK 227 PAGE 1) EXC COM AT THE SE COR OF NE 1/4 OF SEC 26 TH N 00-23-30 E 873.21 FT TO THE POB TH N 85-45-19 W 508.20 FT TH N 04-16-36 E 109.96 FT TH S 82-54-24 E 17.09 FT TO A CURVE TO THE RIGHT HAVING A RADIUS OF 500 FT A CENTRAL ANGLE OF 20-34-48 A CHORD BEARING & DISTANCE OF S 73-24-00 E 179.63 FT TH ALONG ARC OF CURVE 179.59 FT TO THE PT OF REVERSE CURVATURE HAVING A RADIUS OF 600 A CENTRAL ANGLE OF 25-06-54 A CHORD BEARING & DISTANCE OF S 75-38-47 E 260.90 FT TH ALONG ARC OF CURVE 263 FT TH S 88-19-07 E 57.87 FT TH S 00-17-25 W 27.75 FT TO THE POB

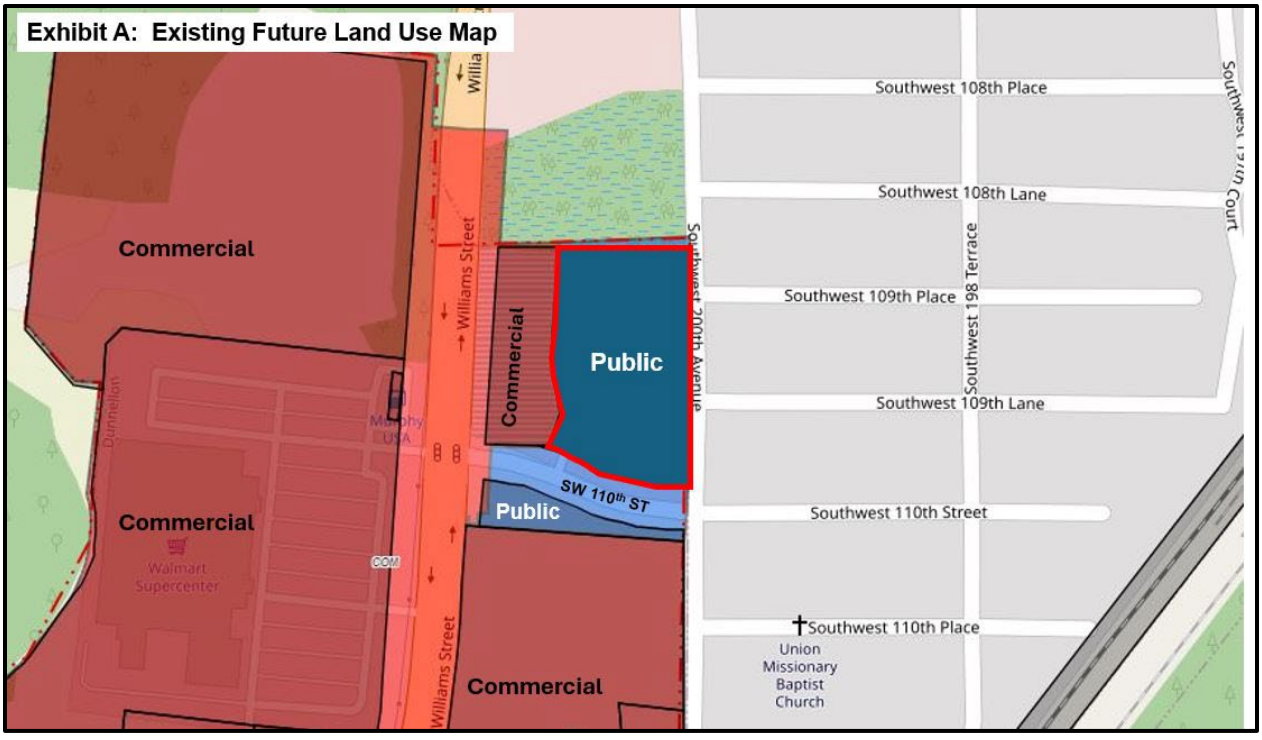
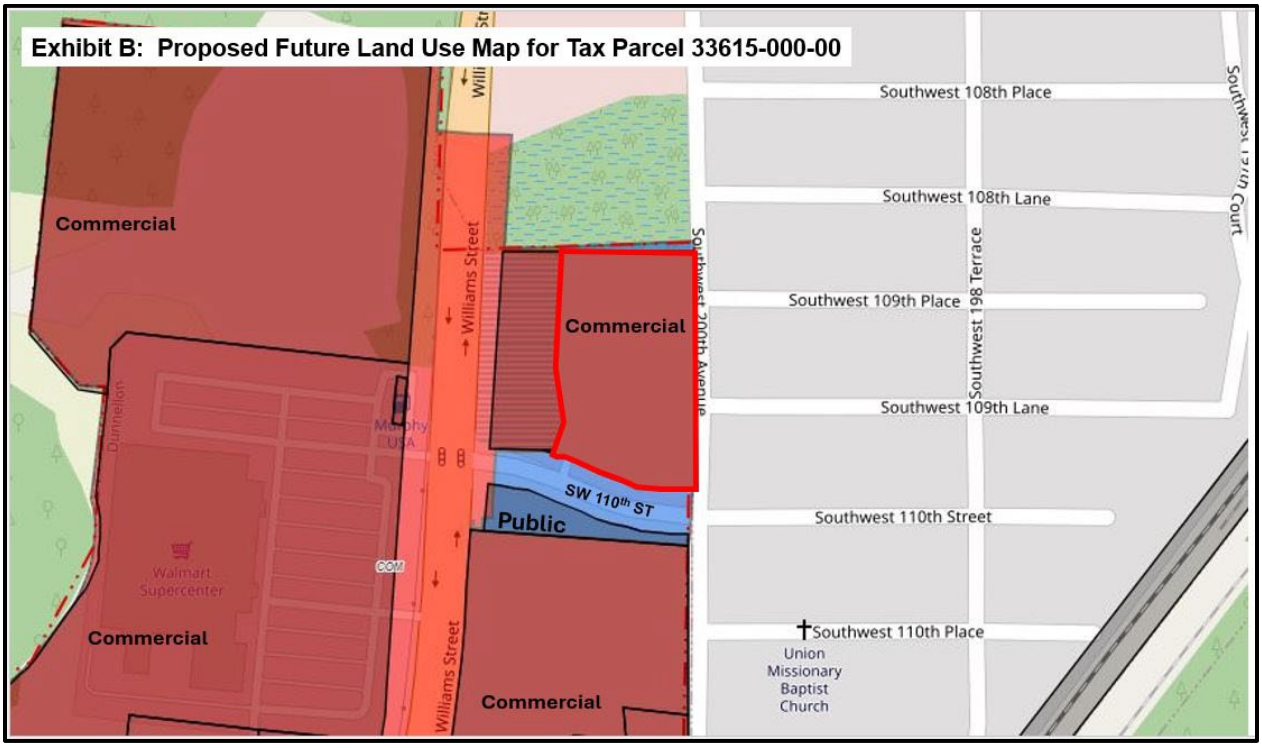


Exhibit "B"


Exhibit B: Proposed Future Land Use Map for Tax Parcel 33615-000-00
Southwest 108th Place
Southwest 108th Lane
Southwest 109th Place
Southwest 109th Lane
Southwest 110th Street
Southwest 110th Place
Southwest 198 Terrace
Southwest 200th Avenue
Williams Street
Commercial
Commercial
Commercial
Commercial
Public
SW 110th ST
Walmart Supercenter
Union Missionary Baptist Church

CITY OF DUNNELLON
STAFF REPORT BY EDA CONSULTANTS, INC.
SMALL-SCALE LAND USE MAP AMENDMENT
FOR PARCEL 33615-000-02

CITY PLANNING COMMISSION STAFF REPORT

PLANNING COMMISSION HEARING DATE: May 13, 2025

APPLICATION NAME: **Small-Scale Land Use Map Change Parcel 33615-000-02**

GENERAL LOCATION: **South side of SW 110th Street between Williams Street and SW 200th Avenue**

NUMBER OF ACRES: **0.69 +/-**

APPLICATION TYPE: **Small-scale Land Use Change (Legislative)**

RECOMMENDATION: **Approve Future Land Use Map change from Public to Commercial**

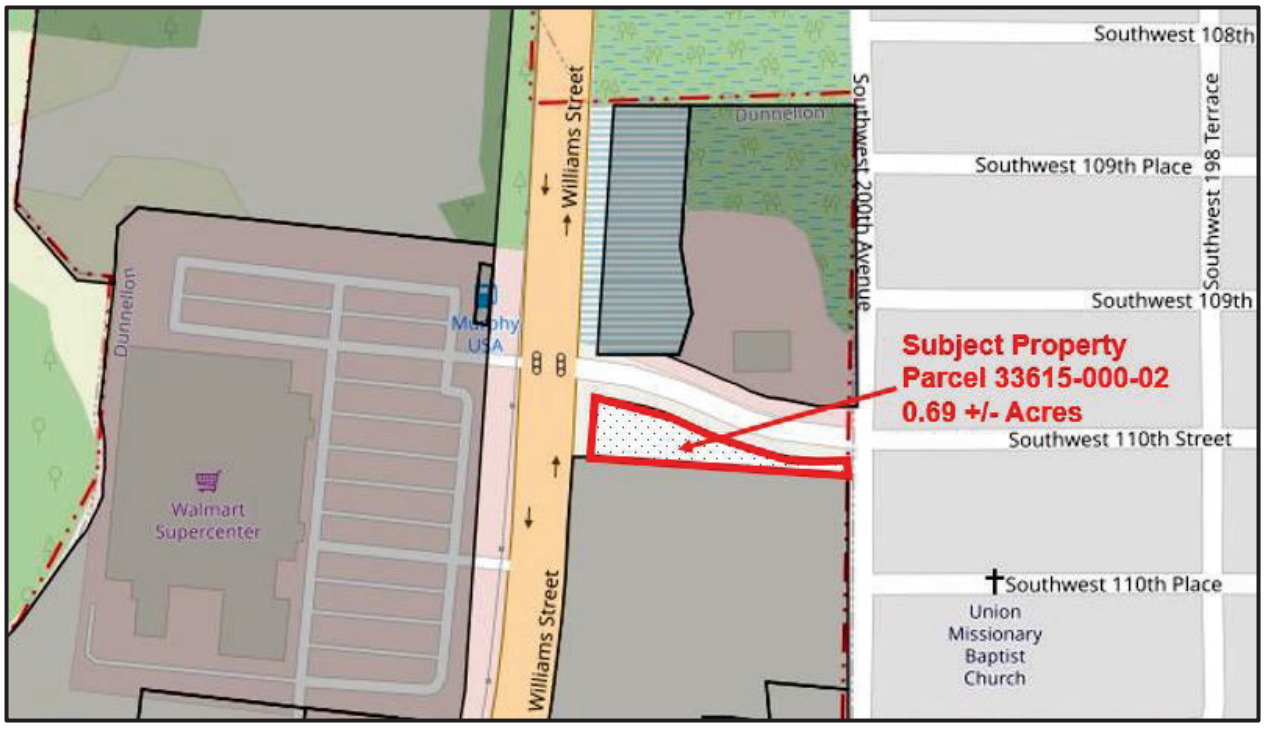


Figure 1: Location Map

APPLICATION INFORMATION:

Agent/Applicant: City of Dunnellon
Owner: GH&G Florida, LLC
Legislative History: Ordinance 03-20 and Ordinance 2016-03

SITE INFORMATION:

Address: South side of SW 110th Street between Williams Street and SW 200th Avenue
Parcel Number: 33615-000-02
Acreage: 0.69 +/- Acres
Existing Use: Vacant
Future Land Use Designation: Public
Zoning District: B-4 General Business District

ADJACENT PROPERTY CHARACTERISTICS:

	EXISTING USES	FUTURE LAND USE MAP DESIGNATION(S)	ZONING DISTRICT(S)
North	SW 110th Street	N/A	N/A
South	Vacant	Commercial	B-4
East	SW 200th Avenue	N/A	N/A
West	US 41 (Williams Street)	N/A	N/A

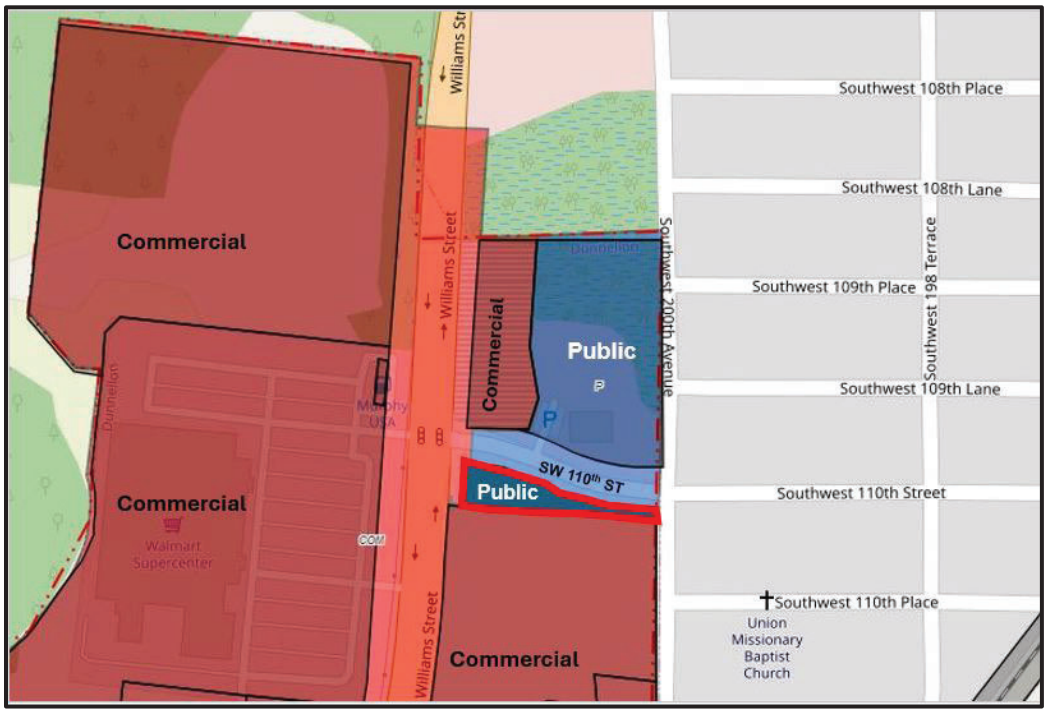


Figure 2: Existing Future Land Use Map Designation

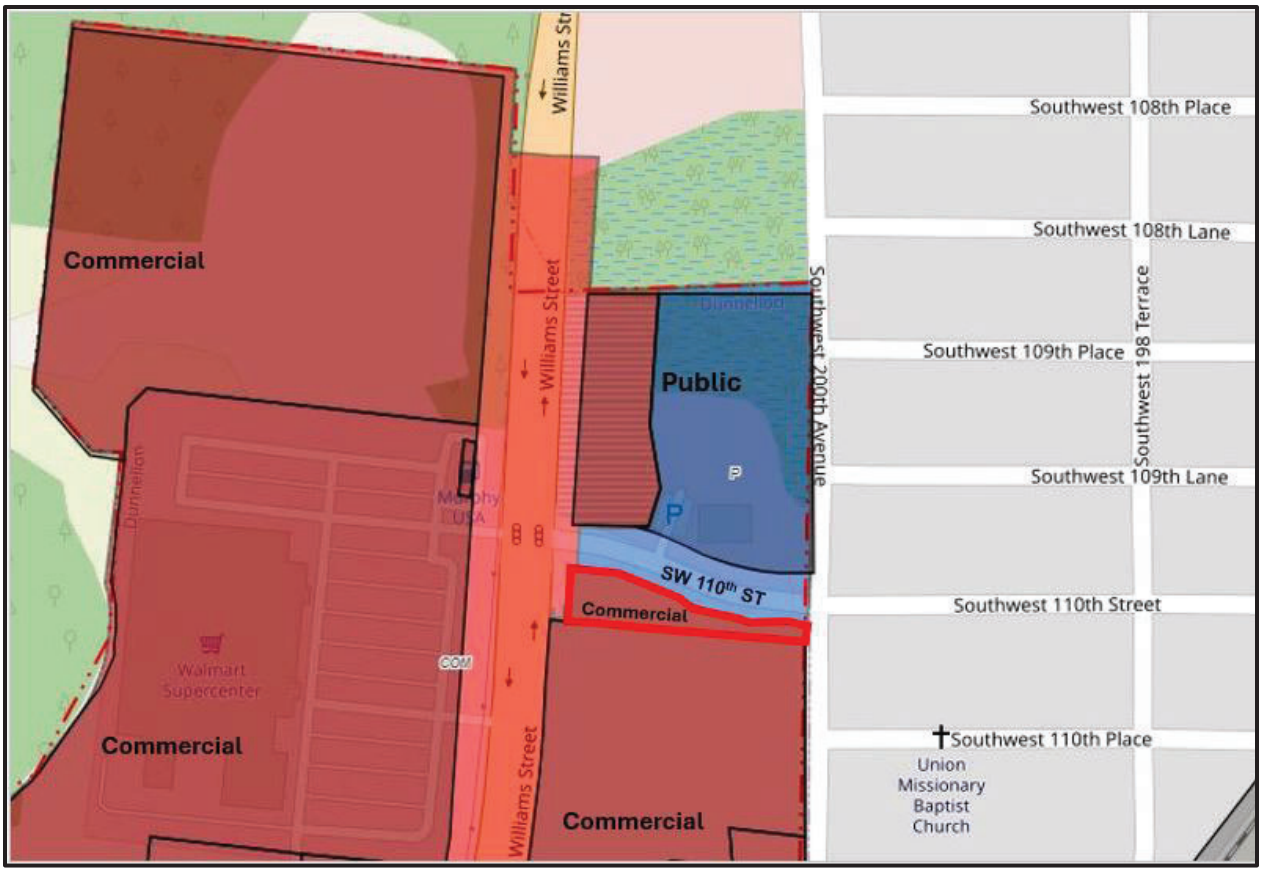


Figure 3: Proposed Future Land Use Map Designation

DESCRIPTION & BACKGROUND INFORMATION:

This is a City-initiated application for a Small-Scale future land use amendment for a parcel (33615-000-02) located on the south side of SW 110th Street between US 41 (Williams Street) and SW 200th Avenue. The property currently is vacant. The parcel size is 0.69 +/- acres. Figure 1 on the first page illustrates the property location on SW 110th Street.

On January 12, 2004, the City of Dunnellon adopted Ordinance 03-20, which was a Small-Scale Future Land Use Map amendment for property then owned by the Marion County School Board (see Appendix A for Ordinance 03-20 and documentation that this was sent to the State of Florida for their records). That ordinance changed the Future Land Use Map designation of the property from Public to Commercial. This Future Land Use Map amendment was duly sent to the State of Florida Department of Community Affairs for their records. Unfortunately, this Future Land Use Map amendment was not reflected on the Future Land Use Map (GIS version or the version adopted with the Comprehensive Plan update on June 15, 2016 by Ordinance 2016-03).

In order to correct this mapping error, the City is processing this application to correct the map to properly depict the Commercial future land use designation for the property (as was the City's intent with the adoption of Ordinance 03-20 in 2004).

When Ordinance 03-20 was adopted in 2005, the subject property was part of a larger property owned by the Marion County School Board. After the construction of SW 110th Street, the remnant property to the south was sold by the School Board in 2018 to GH&G Florida, LLC and became a separate tax parcel number (33615-000-02). It should be noted that the City of Dunnellon also has processed a related application to correct the mapping error for the School Board of Marion County property (Parcel 33615-000-00).

ASSESSMENT:

In order to correct this mapping error, the City must process a Small-Scale Future Land Use Map amendment to update the City's map to correctly show that Parcel 33615-000-02 has the Commercial future land use designation. Ordinance 2025-06 is included as part of the backup material for this item, which will correctly depict the future land use designation as Commercial as was the intent of Ordinance 03-20.

RECOMMENDATION:

Based on evidence that a mapping error occurred that does not correctly depict the Future Land Use Map amendment adopted by Ordinance 03-20 on the City's adopted Future Land Use Map, the recommendation is to review Ordinance 2025-06 and recommend approval of the ordinance to the City Council.

Please contact Onelia Lazzari or Clay Sweger with eda consultants, inc. if you have any questions about this proposed item.

Onelia Lazzari, AICP
Principal Planner
Email: olazzari@edafl.com
Office Phone: (352) 373-3541

720 SW 2nd Ave
South Tower, Suite 300
Gainesville, Florida 32601
(352) 373-3541

Appendix A: Ordinance 03-02

MASTER

ORDINANCE 03-20

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; RELATING TO AN AMENDMENT OF 10 ACRES OR LESS OF LAND (OWNED BY THE MARION COUNTY SCHOOL BOARD, FURTHER DESCRIBED HEREIN), TO THE CITY OF DUNNELLON COMPREHENSIVE PLAN; PURSUANT TO SECTION 163.3187, FLORIDA STATUTES AND RULE 9J-11.015, FLORIDA ADMINISTRATIVE CODE BY CHANGING THE LAND USE MAP OF THE COMPREHENSIVE PLAN WHICH SHALL CHANGE THE LAND USE OF CERTAIN LANDS WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF DUNNELLON; AMENDING THE LAND USE CLASSIFICATION FROM PUBLIC TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through Section 163.3215, Florida Statutes, which requires the City of Dunnellon, Florida to prepare and adopt a Comprehensive Plan in accordance with the requirements of the said act; and

WHEREAS, the City of Dunnellon has prepared a Comprehensive Plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City of Dunnellon, did on October 14, 1991, adopt a Comprehensive Plan; and on December 12, 1992, validly approved the City of Dunnellon Zoning Code; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 provides for the amendment of an adopted plan or element or portion thereof; and

WHEREAS, an application 03-01SSA, for an amendment, as described below, to the Future Land Use Map of the City of Dunnellon Comprehensive Plan, herein referred to as the City's Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Dunnellon has been designated as the Local Planning Agency; and

WHEREAS, the Planning and Zoning Commission of the City of Dunnellon did on September 16, 2003 hold a public hearing, with public notice having been provided, on said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan at said public hearing, the Planning and Zoning Commission, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Comprehensive Plan Amendment Report and concerning said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan and did not vote to recommend approval to the City Council for approval of said application for amendment; and

WHEREAS, the City Council did on December 15, 2003, hold the required public hearing, with public notice having been provided, under the provisions of the small scale development amendment procedures established in Sections 163.3161 through 163.3215, Florida Statutes, on said application for amendment, as described below, the City Council reviewed and considered all comments received during the public hearings, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency, and the Comprehensive Plan Amendment Report concerning said application 03-01SSA, for amendment as described below, to the Future Land Use Map of the City's Comprehensive Plan; and

WHEREAS, the City Council has determined and found said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Council has determined and found that approval of said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1: Pursuant to application, 03-01SSA, a request was submitted by the Marion County School Board to amend the Future Land Use Map of the Comprehensive Plan of the City of Dunnellon by establishing the land use classification of certain lands within the corporate limits of the City of Dunnellon, Florida, the land use classification is hereby established as COMMERCIAL on the property described as follows and identified on the Exhibit "A" attached:

SEC 26 TWP 16 RGE 18
COM AT PT 506 FT N OF SE COR OF N 1/2 TH N TO SE COR OF
NE 1/4 OF NE 1/4 OF NE 1/4 TH W TO E ROW LINE HWY 41 TH
SLY TO PT S 87-38-00 W 587.48 FT OF POB TH N 87-38-00 E
587.48 FT TO POB EXC N 428.66 FT THEREOF & COM 506 FT N OF
SE COR OF NE 1/4 FOR POB TH S 87-38-00 W 587.48 FT TO THE
E LINE US 41 TH SLY ALONG ROW 310 FT TO NORTH LINE OF 50 FT
ST TO CHATMAR TH S 84-18-00 E 618.02 FT TH N 316.46 FT TH
E 30 FT TO EAST LINE OF SEC TH N 78 FT TO THE POB &
EXC COM AT THE E 1/4 COR OF SEC 26 TH N 00-00-00 E 506 FT TO
THE POB TH CONT N 00-00-00 E 367.21 FT TH N 86-08-16 W
556.84 FT TH S 03-51-44 W 433.88 FT TO A PT OF CURVATURE
CONCAVE NWLY HAVING A RADIUS OF 1500 FT TH SLY ALONG CURVE
310.74 FT THRU A CENTRAL ANGLE OF 11-52-10 A CHORD BEARING
& DISTANCE OF S 09-47-49 W 310.19 FT TH S 84-18-10 E
610.59 FT TH N 00-00-00 E 316.46 FT TH N 90-00-00 E 30 FT
TH N 00-00-00 E 78 FT TO THE POB &
EXC WATER RETENTION AREA BEING PARTICULARLY DESC AS:
COM AT THE NE COR OF NE 1/4 OF SEC 26 TH N 89-42-55 W
438.78 FT TH S 04-17-09 W 1093.89 FT TO THE POB TH
S 89-48-52 E 188.84 FT TH S 04-18-48 W 260.65 FT TH
S 09-51-32 E 125.11 FT TH S 17-39-45 W 81.78 FT TH
N 88-17-12 W 177.38 FT TH S 03-17-09 W 162.69 FT TH
N 86-42-51 W 3 FT TH S 03-17-09 W 26.53 FT TH N 85-44-56 W
22.99 FT TH N 04-17-09 E 645.24 FT TO THE POB &
EXC SR 45 ROW TAKING BEING MORE PARTICULARLY DESC AS:
COM AT THE SE COR OF NE 1/4 OF SEC 26 TH N 00-23-20 E 58.13
FT TH N 83-31-20 W 657.46 FT TO A PT BEING ON A CURVE
CONCAVE WLY HAVING A RADIUS OF 1959.86 FT A CENTRAL ANGLE
OF 01-28-51 A CHORD BEARING OF N 15-37-08 E TH NLY ALONG
THE ARC OF CURVE 50.64 FT TO THE POB TH CONT ALONG THE ARC
OF CURVE A CHORD BEARING OF N 09-34-56 E THRU A CENTRAL
ANGLE OF 10-35-24 362.34 FT TH N 04-17-09 E 377.78 FT TH
S 85-44-56 E 22.99 FT TH S 03-17-09 W 134.84 FT TO THE POC
OF A CURVE CONCAVE WLY HAVING A RADIUS OF 3331.04 FT A
CENTRAL ANGLE OF 09-53-53 A CHORD BEARING OF S 08-14-06 W
TH SLY ALONG THE ARC OF CURVE 575.45 FT TH S 24-14-33 E
31.37 FT TH S 81-33-13 E 77.62 FT TH S 06-28-40 E 0.96 FT
TH N 83-31-20 W 111.60 FT TO THE POB

Section 2: Severability. If any portion of this Ordinance shall be declared unconstitutional or if the applicability of this Ordinance, or any portion thereof, to any person or circumstance shall be held invalid, the validity of the remainder of this Ordinance and the applicability of this Ordinance, or any portion thereof, to other persons or circumstances, shall not be affected thereby. It is the specific intent of the City Council of the City of Dunnellon that the severability as set forth above shall apply to this ordinance.

Section 3: Future Land Use. The Comprehensive Plan Future Land Use designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map.

Section 4: Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

Section 5: Effective Date. This Ordinance shall become effective immediately upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, to requires a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3215, Florida Statues, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Community Affairs or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 24 day of Nov. 2003.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading on the 12 day of Jan., 2004.

Attest:

City Council of the City of Dunnellon

Dawn M. Bowne, C.M.C.
City Clerk

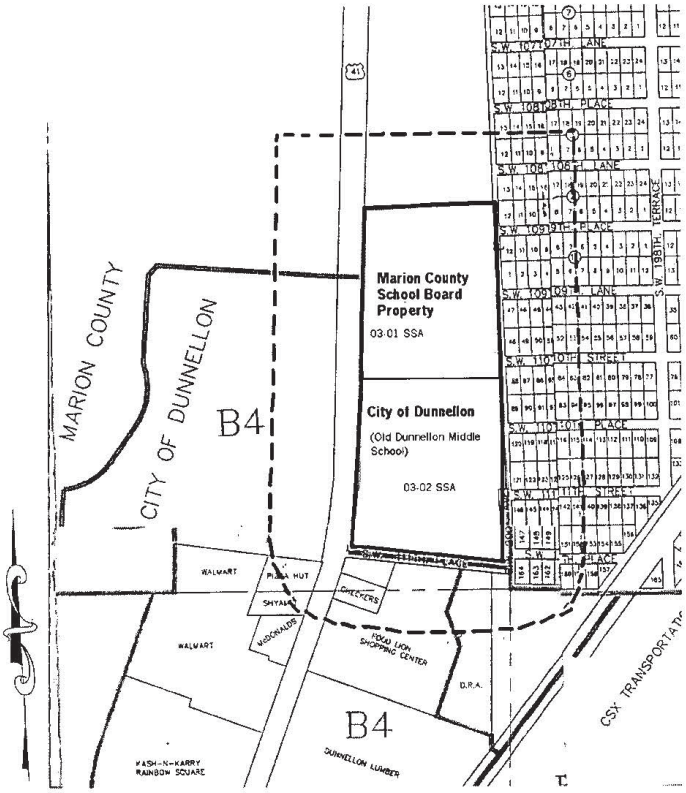
John L. Taylor,
Mayor

Approved as to Form and Correctness:

Larry Haag, City Attorney
Haag, Friedrich & Wilcox, P. A.
452 Pleasant Grove Road
Inverness, Florida 34452

EXHIBIT 'A'

Marion County School Board



\\Dpdc\company\User.Jackie\Land Use Cases\Middle School.School Board\map.doc

Jackie

file

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

HEIDI HUGHES
Interim Secretary

CITY Of DUNNELLON
MAR 29 2004
RECEIVED

March 24, 2004

cc: Jackie
Jim

Ms. Jackie Gorman
Community Development Director
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

Dear Ms. Gorman:

Thank you for submitting copies of the City of Dunnellon Small Scale Development Plan Amendment adopted by Ordinance 03-20 on January 12, 2004 for our records. The reference number for the amendment is City of Dunnellon 04-S1. School board property

The Department **will not** conduct a compliance review or issue a Notice of Intent regarding the adopted small scale development plan amendments in accordance with procedures contained in Section 163.3187(3)(a), Florida Statutes.

If you have any questions, please contact me for the DRI and Plan Processing Section at (850)922-1767.

Sincerely,

D. Ray Eubanks

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE\dj

cc: Mike Moehlman, Executive Director, Withlacoochee RPC

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: http://www.dca.state.fl.us

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

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 #ORD2025-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE LAND USE CATEGORY DESIGNATION FOR A PROPERTY LOCATED ON THE SOUTH SIDE OF 110TH STREET BETWEEN WILLIAMS STREET & SW 200TH AVENUE (TAX PARCEL IDENTIFICATION 33615-000-02), AS MORE SPECIFIALLY DESCRIBED IN THIS ORDINANCE, FROM PUBLIC TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN 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 law[1] 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;

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

☐ 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:

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;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. 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 the public purpose, such as serving the public health, safety, morals, and welfare):

In the best interests of the public's health, safety, and welfare, this ordinance amends the Future Land Use Map of the City's Comprehensive Plan by changing the land use category designation from Public to Commercial for a property located on the south side of 110th Street between Williams Street & SW 200th Avenue (tax parcel identification 33615-000-02), due to incorrect depictions on the Map.

.

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;

It is not anticipated that businesses will incur compliance costs.

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

The ordinance does not introduce any new charges or fees.

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

No additional regulatory costs anticipated.

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

No impact to local businesses.

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

N/A.

ORDINANCE #ORD2025-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE LAND USE CATEGORY DESIGNATION FOR A PROPERTY LOCATED ON THE SOUTH SIDE OF 110TH STREET BETWEEN WILLIAMS STREET & SW 200TH AVENUE (TAX PARCEL IDENTIFICATION 33615-000-02), AS MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE, FROM PUBLIC TO COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Dunnellon is committed to planning and managing the future growth and development of the City; and

WHEREAS, the City Council of the City of Dunnellon has the authority to amend its Comprehensive Plan pursuant to the Community Planning Act Chapter 163, Florida Statutes, and

WHEREAS, on January 12, 2004 the City of Dunnellon City Council adopted Ordinance 03-20 that changed the Future Land Use Category for the subject property to Commercial and duly submitted this amendment to the state land planning agency;

WHEREAS, the Future Land Use Map adopted with the Evaluation and Appraisal Comprehensive Plan amendments on June 15, 2016 by Ordinance 2016-03 did not correctly depict the future land use amendment adopted by Ordinance 03-20;

WHEREAS, the future land use map of the Comprehensive Plan depicts the Land Use categories that are permissible within the City, and

WHEREAS, the City Council of the City of Dunnellon desires to amend the Future Land Use Map of the Comprehensive Plan to correct the mapping error that occurred with the adoption of the Future Land Use Map on June 15, 2016 by Ordinance 2016-03 and provide the correct designation of Commercial for the subject property on the Future Land Use Map; and

WHEREAS, the Local Planning Agency held a public hearing on May 13, 2025, to consider this amendment to the Future Land Use Map of the Comprehensive Plan, and

WHEREAS, the City Council of the City of Dunnellon held public hearings to consider this amendment, with due public notice having been provided, to obtain public comment, and considered all written and oral comments received during public hearings, including support documents; and

WHEREAS, the City of Dunnellon has complied with all requirements and procedures of Florida law in processing this small-scale amendment to the City's Comprehensive Plan; and

WHEREAS, the City Council of the City of Dunnellon hereby finds and determines that this amendment is internally consistent with the City's Comprehensive Plan.

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

SECTION 1. The recitals set forth above are hereby adopted as the legislative findings of the City Council of the City of Dunnellon, Florida.

SECTION 2. Comprehensive Plan Amendment – Future Land Use Map

a) The City of Dunnellon Comprehensive Plan and Future Land Use Map, and ordinances which adopted and amended said Future Land Use Map, are hereby amended to designate the subject property which consists of Tax Parcel Identification 33615-000-02, comprising 0.69 acres, more or less located on the south side of 110th street between Williams Street & SW 200th Avenue from Public to Commercial, said property being legally described and mapped in Exhibit "A" attached hereto and by this reference incorporated herein.

b) The Future Land Map is hereby amended to designate the subject property from Public Land Use to Commercial, as depicted on the Future Land Use Map attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 3. CONFLICTS. After the effective date of this Ordinance, in any case where all or any part of this Ordinance is found to conflict with any provision of any other ordinance of the City of Dunnellon, to the extent of such conflict, all such ordinances are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unenforceable, unlawful, or unconstitutional by a court of competent jurisdiction, 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.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective 31 days after adoption by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, this ordinance shall become effective once the State land planning agency or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 11th day of June 2025.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 16th day of July 2025.

Ordinance Posted on the City's website on June 10, 2025.

Public Hearing and Final Reading advertised on the City's website on June 18, 2025, and advertised in the Riverland News on June 27, 2025.

ATTEST:

CITY OF DUNNELLON

_____
Amanda L. Odom, CMC
City Clerk

_____
Walter L. Green, Mayor

Approved as to Form:

_____
Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 10th day of June 2025.

_____
Amanda L. Odom, CMC
City Clerk

Exhibit "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARION, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NE 1/4 OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 18 EAST LYING IN MARION COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE NE 1/4 OF SAID SECTION 26; THENCE ALONG THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 26, N 00° 23' 30" E, A DISTANCE OF 873.21 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4451, PAGE 526 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4451, PAGE 526, N 85° 45' 19" W, A DISTANCE OF 508.20 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH WILLIAMS STREET (U.S. HIGHWAY 41); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N 04° 16' 36" E, A DISTANCE OF 109.96 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE S.W. 110TH STREET CONNECTION ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5854, PAGE 1657 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82° 54' 24" E, A DISTANCE OF 17.09 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 20° 34' 48" (CHORD BEARING S 73° 24' 00" E, 178.63 FEET); THENCE ALONG THE ARC OF SAID CURVE AND SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 179.59 FEET TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 25° 06' 54" (CHORD BEARING S 75° 38' 47" E, 260.90 FEET); THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 263.00 FEET; THENCE, S 88° 19' 07" E, A DISTANCE OF 57.87 FEET TO SAID EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 26; THENCE ALONG SAID EAST BOUNDARY, S 00° 17' 25" W, A DISTANCE OF 27.75 FEET TO THE POINT OF BEGINNING.

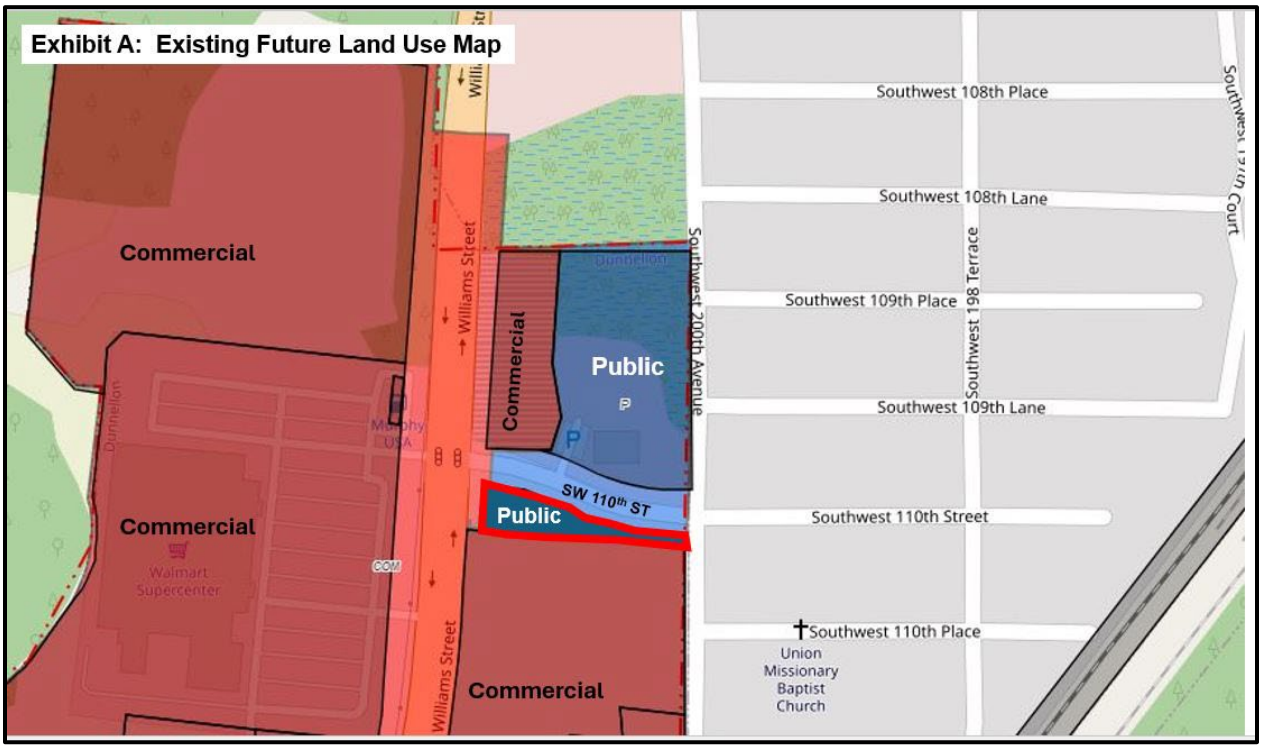
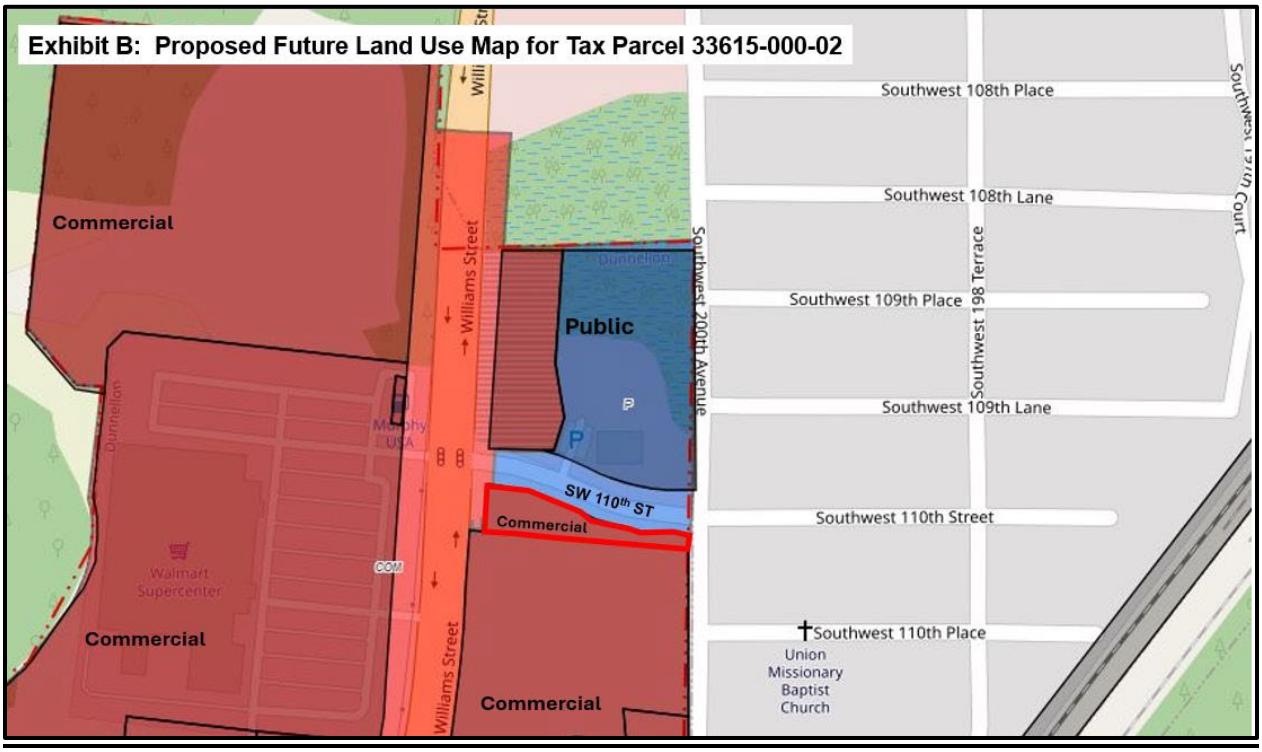

Exhibit A: Existing Future Land Use Map
Commercial
Commercial
Commercial
Public
Public
Williams Street
Williams Street
Southwest 200th Avenue
Southwest 198 Terrace
Southwest 108th Place
Southwest 108th Lane
Southwest 109th Place
Southwest 109th Lane
Southwest 110th Street
Southwest 110th Place
SW 110th ST
Union Missionary Baptist Church
Walmart Supercenter
Murphy USA
Dunnellon
BOW

Exhibit "B"


Exhibit B: Proposed Future Land Use Map for Tax Parcel 33615-000-02
Commercial
Public
Commercial
Commercial
Commercial
Williams Street
Williams Street
Southwest 200th Avenue
Southwest 198 Terrace
Southwest 108th Place
Southwest 108th Lane
Southwest 109th Place
Southwest 109th Lane
Southwest 110th Street
Southwest 110th Place
SW 110th ST
Union Missionary Baptist Church
Walmart Supercenter
Dunnellon
COM

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 #ORD2025-07

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS AND AT SPECIFIED CITY EVENTS ON PUBLIC PROPERTY; PROVIDING DEFINITIONS, PROVIDING FOR SIGNAGE; PROVIDING FOR PROHIBITIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN 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 law[1] 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:

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;

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

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;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. 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 the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance prohibits smoking (defined in the ordinance, excluding unfiltered cigars) within City parks as well as on City property during events sponsored or permitted by the City and held upon such property. 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 prohibit smoking in public parks, recreational areas, and city events as specified herein.

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;

It is not anticipated that businesses will incur compliance costs.

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

The ordinance does not introduce any new charges or fees.

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

No additional regulatory costs anticipated.

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

No impact to local businesses.

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

ORDINANCE #ORD2025-07

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, PROHIBITING SMOKING AND VAPING IN PUBLIC PARKS; PROVIDING DEFINITIONS, PROVIDING FOR SIGNAGE; PROVIDING FOR PROHIBITIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;
- Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States;
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly $300 billion annually;
- Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States;
- Specifically, in Florida, 29.4% of cancer-related deaths are attributable to smoking;
- Electronic vapor products have been found to contain nicotine, lead, formaldehyde, and thousands of other chemicals. These products damage DNA and harm parts of the brain responsible for learning and mental health; and

WHEREAS, secondhand smoke exposure is harmful and widespread, as evidenced by the following:

- Children exposed to secondhand tobacco smoke have an increased risk of sudden infant death syndrome, asthma, physical and cognitive developmental abnormalities, and cancer;
- The 2006 U.S. Surgeon General's report, "The Health Consequences of Involuntary Exposure to Tobacco Smoke," concluded that there is no safe level of exposure to secondhand smoke;
- The World Health Organization in 2007 declared that there is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke;
- In Florida, 59% of children between ages 11 and 17 report being exposed to secondhand smoke from cigarettes or electronic vapor products; and

WHEREAS, there is emerging evidence that exposure to the aerosol produced by a vapor-generating electronic device may be harmful, as evidenced by the following:

- E-cigarettes produce an aerosol that contains at least ten chemicals known to cause cancer, birth defects, or other reproductive harm;
- Bystanders exposed to e-cigarette aerosol can also absorb its nicotine;

- The aerosol is made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke;
- Exposure to fine and ultrafine particles may exacerbate respiratory ailments like asthma and constrict arteries which could trigger a heart attack; and

WHEREAS, tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

- The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of wastepaper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces;
- Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts; for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month;
- In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter;
- Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide. For example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items);
- Cigarette butts are often cast onto sidewalks and streets and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean;
- As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine-containing vapor-generating electronic devices as acute hazardous waste when disposed of properly; and

WHEREAS, cigarette butts, smokeless tobacco, and vapor-generating electronic devices pose a health threat of poisoning to young children, as evidenced by the following:

- In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, vapor-generating electronic devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger;
- Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved vapor-generating electronic devices, and 8.0% involved other tobacco products;

- The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 in 2010 to 1,835 in 2018, a 14,015% increase;
- Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging, with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption; and

WHEREAS, Florida cities and counties have the legal authority to adopt local laws that prohibit smoking in public parks and recreational areas.

WHEREAS, 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 prohibit smoking in public parks as specified herein.

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

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

SECTION 1. The " whereas" clauses cited herein are the legislative findings of the City Council.

SECTION 2. Chapter 46, Article V – Smoking Prohibition of the City of Dunnellon Code of Ordinances is hereby created as follows:

CHAPTER 46 – PARKS AND RECREATION
***

ARTICLE V – SMOKING PROHIBITION.

Sec. 46-130. Definitions.

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

Park means public property within the City of Dunnellon specifically designated as being used for outdoor recreational or park purposes and where children regularly congregate.

Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted or heated tobacco product, including cigarettes, filtered cigars, pipe tobacco, and any other lighted or heated tobacco product whether natural or synthetic. For the purposes of this ordinance, smoking does not include the use of unfiltered cigars (pursuant to Florida Statute 386.209).

Tobacco Product means:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption.

2. Any vapor-generating electronic device and any substances that may be aerosolized or vaporized by such device.

Tobacco Product Waste means any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product.

Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively producing vapor.

Vapor-generating Electronic Device means an electronic device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.

Sec. 46-131. Smoking Prohibited in Parks.

Smoking and vaping are prohibited in all parks within the City of Dunnellon.

Sec. 46-132. Disposal of Tobacco Product Waste Prohibited.

No person shall dispose of tobacco product waste in any park within the City of Dunnellon.

Sec. 46-133. Signage.

The City' Public Works Director or their designee shall post at least one clear, conspicuous, and unambiguous "No Smoking or Vaping" sign at each point of ingress to the area and in at least one other conspicuous location where individuals congregate in City parks. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking or vaping in violation of any other provision of this ordinance.

Sec. 46-134. Enforcement.

The success of the City's regulations set forth in this Article depend on the consideration and cooperation of both tobacco users and non-users. Individuals acting in violation of this Article will be reminded and asked to comply Individuals who refuse to comply with requests to comply may be asked to leave the park, may be subject to any applicable City littering penalties, and/or may be issued a trespass warning pursuant to Florida Statutes.

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

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

SECTION 5. CODIFICATION. The provisions of this Ordinance shall be codified 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 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 14th day of May 2025.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 16th day of July 2025.

Ordinance Posted on the City's website on May 12, 2025.

Public Hearing and Final Reading advertised on the City's website on June 18, 2025, and advertised in the Riverland News on June 27, 2025.

ATTEST: **CITY OF DUNNELLON**

_____ _____

Amanda L. Odom, CMC Walter L. Green, Mayor
City Clerk

Approved as to Form:

_____

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 12th day of May 2025.

_____

Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON
STAFF REPORT BY KELLY WYEN
ORDINANCE #2025-02

CITY-INITIATED REZONING OF PARCEL 34529-002-00

Applicant: City of Dunnellon

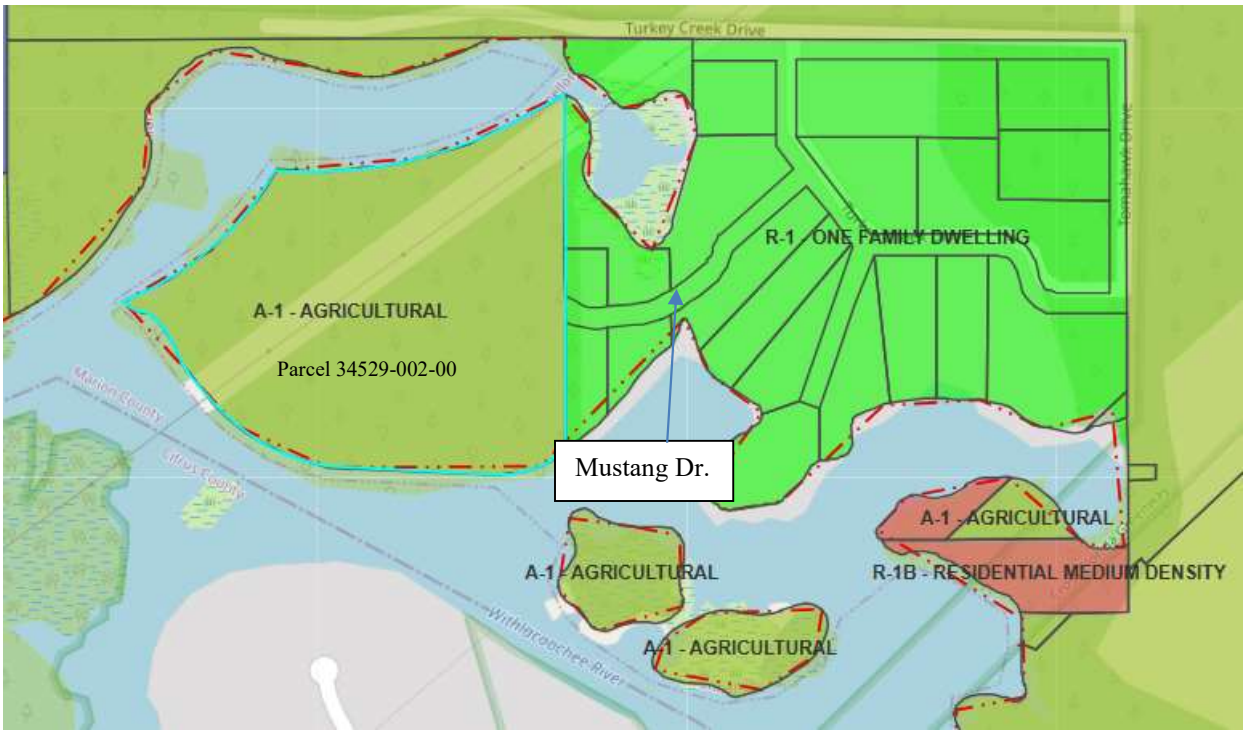
Date: April 8, 2025

Request: The City is seeking to adopt an ordinance to change 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 comprising +/-15.18 acres.

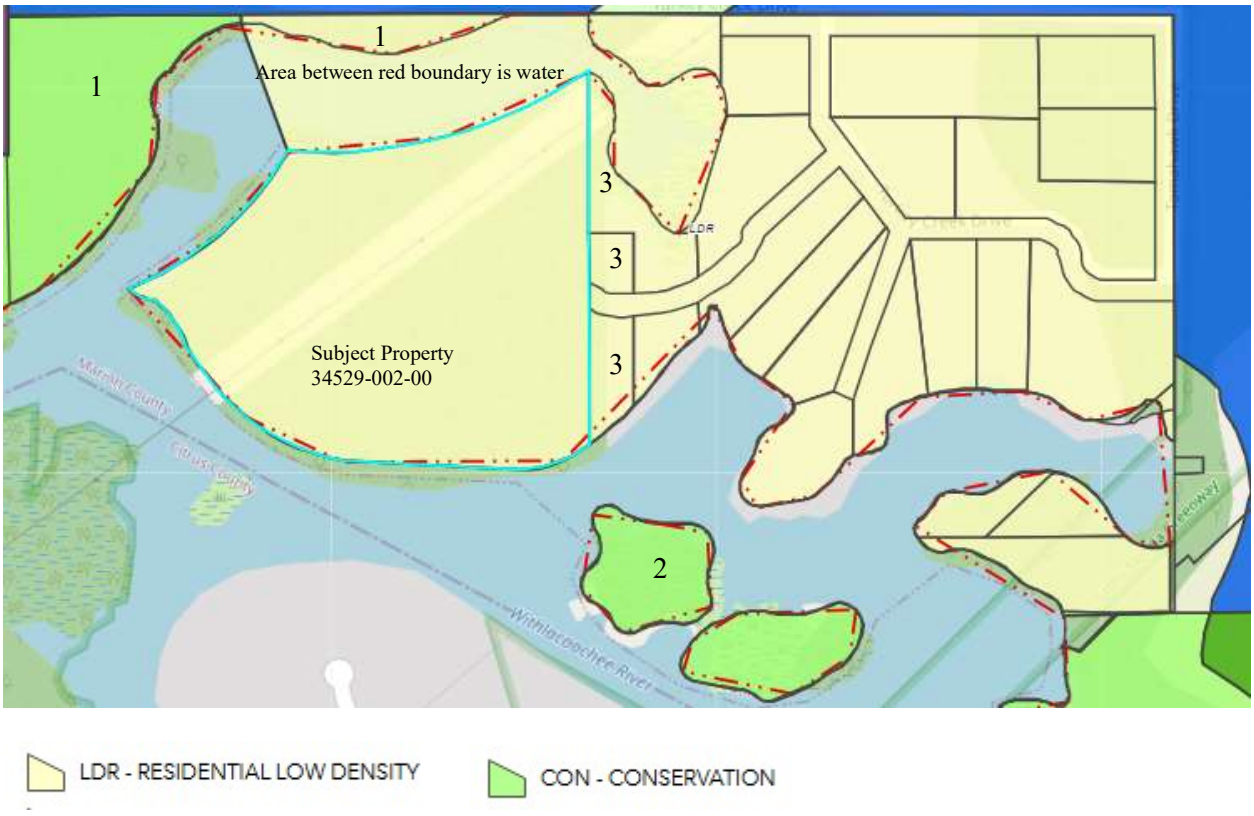
This ordinance was initiated by the City of Dunnellon after discovering the property's current zoning classification of Agricultural is not consistent with its future land use of Low-Density Residential. This change will provide consistency between the two land use designations.

Location: Located in the Withlacoochee River, this peninsula is located south and west of Turkey Creek Drive, accessed by Mustang Drive.

Zoning Map:



Future Land Use Map:



Land Use Survey:

	Current Use	Zoning Designation	Land Use Designation
Subject Property	Vacant land	A-1 (Agricultural)	Residential
North (1)	Vacant land	A-1 (Agricultural)	Residential
South (2)	Vacant land (island)	A-1 (Agricultural)	Conservation
East (3)	Single Family Homes	R-1	Residential
West (1)	Vacant land	A-1 (Agricultural)	Conservation

Compatibility Analysis

The proposed R-1 zoning is consistent with the surrounding properties in that area. The adjacent properties to the East, and the East portion of the property directly North are zoned R-1.

Aerial View



COMPREHENSIVE PLAN FUTURE LAND USE POLICY 1.1

LOW-DENSITY RESIDENTIAL:

Policy 1.1:
The low-density residential land use category allows single-family dwelling units and customary residential accessory uses. The maximum density is 2.5 dwelling units per gross acre. The maximum impervious surface is forty-five (45) percent. Buildings shall not exceed forty (40) feet in height.

APPLICABLE CITY CODE REFERENCES WITH FINDINGS OF FACT

Section 8.1. - One-family dwelling (R-1)

This is a single-family residential district. The R-1 zoning district is permitted only in the low density residential and medium density residential land use categories. Densities in this category shall not exceed one dwelling unit per gross acre.

Section 16.10. - Procedures and criteria for amendments to official zoning map.

(a)(3). The application shall be consistent with the comprehensive plan and the future land use map. In their review, recommendation, and decision on a rezoning application, the planning commission and city council shall consider:

a. Whether it is consistent with the comprehensive plan.
Finding: The zoning change to R-1 is consistent with Comprehensive Plan Policy 1.1 and is not found to be inconsistent with other areas of the Comprehensive Plan.

b. Its impact upon the environment and natural resources.
Finding: No significant impact is expected. Any future construction will undergo the requirements for habitat surveys, wetland assessment, etc.

c. Its impact on the surrounding area with regard to the proposed use(s), intensity, density, scale, mass, bulk, height, lot configurations, architecture, and building orientation of surrounding uses (if applicable) and the intensity, density and scale of surrounding development.
Finding: The zoning change to R-1 is aligned with surrounding development, with a density of one dwelling unit per acre. No additional impact regarding the above conditions are expected.

d. Its impact upon the economy of the surrounding area and any other affected area.
Finding: No significant impact is expected.

e. Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste, or transportation systems, or any other infrastructure.
Finding: No significant impact is expected.

f. Any changes in circumstances or change in conditions of the surrounding area.
Finding: Development activity in general will have an impact on conditions in the surrounding area; however, the proposed zoning of R-1 in conjunction with the power easement of the land layout should result in minimal impact to the surrounding area's conditions.

g. Any mistakes in the original zoning classification other than re-classifications due to inadvertent boundary errors, including clerical or scrivener's errors, which may be corrected administratively.
Finding: The current zoning classification of A-1 is not compatible with the Future Land Use designation of Residential Low-Density.

h. Its effect upon the use or value of the affected surrounding area.
Finding; The change in zoning designation will not result in a significant change in use or value of the surrounding area.

i. Its impact upon public health, welfare, or safety.
Finding: No significant impact is expected.

STAFF RECOMMENDATION

Staff finds the rezone from A-1 to R-1 acceptable.

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 #ORD2025-02

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.

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 law[1] 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;

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

☐ 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:

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;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Notwithstanding same, the City has the BIE as follows. 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 the public purpose, such as serving the public health, safety, morals, and welfare):

In the best interests of the public's health, safety, and welfare, this ordinance rezones the property identified on the Marion County tax rolls as Parcel Number 34529-002-00 from Agricultural to R-1.

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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;

It is not anticipated that businesses will incur compliance costs.

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

The ordinance does not introduce any new charges or fees.

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

No additional regulatory costs anticipated.

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

No impact to local businesses.

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

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.

WHEREAS, the City has recognized the need for a rezoning of owner's Property described herein from (A-1) Agricultural to (R-1) One-Family Dwelling Residential; and

WHEREAS, the Property is a peninsula property on the Withlacoochee River, abutting the westerly boundaries of Lots 10 and 11 in Indian Cove Farms within the municipal limits of the City of Dunnellon and consists of 15.18 acres, more or less; and

WHEREAS, the Property has a designation of Low-Density Residential as shown on the City of Dunnellon Future Land Use Map; and

WHEREAS, a One-Family Dwelling Residential Zoning (R-1) is consistent with the City of Dunnellon Comprehensive Plan's land use designation of the Property; and

WHEREAS, the City of Dunnellon Planning Commission, sitting as the Local Planning Agency, recommended approval of a change in the zoning classification of the Property and found that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, the City of Dunnellon has followed all statutory and Code requirements for noticing and advertising this rezoning Ordinance and public hearings associated with the rezoning; and

WHEREAS, the City Council has received public input on the rezoning and a recommendation from staff; and

WHEREAS, the City Council of the City of Dunnellon finds that the applicants have met the criteria for rezoning under Sections 16.10 & 16.13, Appendix "A" of the Code, that rezoning will not adversely affect the public interest, and that the rezoning is consistent with the City's Comprehensive Plan.

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

Section 1. Findings. The "Whereas" clauses above are the findings of the City Council of the City of Dunnellon, Florida.

Section 2. Rezoning; Directions to the City Clerk. The Property identified below shall hereafter be classified on the Official Zoning Map as One-Family Dwelling Residential (R-1) in accordance with the Land Development Code of the City of Dunnellon, Florida. The City Clerk or designee is hereby directed to amend, alter, and implement the Official Zoning Map of the City of Dunnellon, Florida, to include said classification of the Property consistent with this Ordinance.

Parcel Number: 34529-002-00

Property Owner of Record: Justin Don Stancil

Legal Description: Section 36, Township 16, Range 18, Plat Book 7833, Page 1191 SW 1/4 OF SW 1/4 LYING NLY & ELY OF THE ORDINARY HIGH WATER LINE OF THE WITHLACOOCHE RIVER AND LYING SLY OF THE ORDINARY HIGH WATER LINE OF AN UNNAMED CANAL

General Location: Peninsula property located on the Withlacoochee River, abutting the westerly boundaries of Lots 10 and 11 in Indian Cove Farms, where Mustang Drive reaches an end point.

Approximate Acreage: +/-15.18 acres

Section 3. Severability. If any portion of this Ordinance shall be declared unconstitutional or if the applicability of this Ordinance or any portion thereof, to any person or circumstance shall be held invalid, the validity of the remainder of this Ordinance and the applicability of this Ordinance, or any portion thereof, to other persons or circumstances, shall not be affected thereby. It is the specific intent of the City Council of the City of Dunnellon that the severability as set forth above shall apply to this Ordinance.

Section 4. Conflicts. Any Ordinance in conflict with this Ordinance is hereby repealed.

Section 5. Effective Date. This Ordinance shall become effective immediately upon approval by the City Council.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading and public hearing on the __ day of _____ 2025.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the __ day of _____, 2025.

Ordinance Posted on the City's website on _____ __, 2025.

First Public hearing advertised on the City's website on _____ __, 2025, and advertised in the Riverland News on _____ __, 2025.

Second Public hearing advertised on the City's website on _____, 2025, and advertised in the Riverland News on _____, 2025.

ATTEST:

CITY OF DUNNELLON

_____

Amanda L. Odom, CMC
City Clerk

_____

Walter L. Green, Mayor

Approved as to Form:

_____

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this ___ day of _____ 2025.

_____

Amanda L. Odom, CMC
City Clerk

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 #ORD2025-08

AN ORDINANCE OF THE CITY OF DUNNELLON AMENDING SECTION 18-242 OF THE CITY'S CODE OF ORDINANCE REGARDING VACATION RENTAL REGISTRATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN 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 law[1] 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;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. 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 the 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 simplifies vacation rental registration and renewal requirements by eliminating the requirement that registration forms be notarized and providing that registrations be renewed within one year of issuance rather than a set date of October 1st.

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;

It is not anticipated that businesses will incur compliance costs due to the revisions contemplated within the proposed ordinance.

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

The ordinance does not introduce any new charges or fees.

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

No additional regulatory costs anticipated.

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

All vacation rentals within the City (~106).

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

ORDINANCE #ORD2025-08

AN ORDINANCE OF THE CITY OF DUNNELLON, CREATING 'CHAPTER 18, ARTICLE VIII – VACATION RENTALS' OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR CONSTRUCTION AND DEFINITIONS; PROVIDING FOR ANNUAL VACATION RENTAL REGISTRATION; PROVIDING FOR INSPECTIONS: PROVIDING GENERAL REGULATIONS; PROVIDING FOR VIOLATIONS, ENFORCEMENT, AND REMEDIES, PROVIDING FOR EXEMPTIONS; PROVIDING FOR APPEALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, prior to 2011, Florida's municipalities were free to regulate Vacation Rentals under the Home Rule Authority granted to them by the Florida Constitution and Chapter 166, *Florida Statutes*; and

WHEREAS, in 2011, the Florida Legislature, through the enactment of Chapter 2011-119, Laws of Florida, preempted the local regulation of a specific land use known as Vacation Rentals, thereby preventing municipalities from enacting new regulations necessary to address any consequential or negative impacts caused by Vacation Rentals; and

WHEREAS, in 2014, the Florida Legislature, through the enactment of Chapter 2014-71, Laws of Florida, rescinded the complete preemption of the regulation of Vacation Rentals, but specifically mandated that local laws, ordinances, or regulations could not prohibit Vacation Rentals or regulate the duration or frequency of Vacation Rentals; and

WHEREAS, Chapter 2014-71, Laws of Florida, returned some local control back to municipalities to mitigate the effects of Vacation Rentals in an attempt to make them safer and more compatible with existing neighborhood regulations and to hold operators of such properties accountable for their proper operation; and

WHEREAS, local governments apply design standards tailored for residential neighborhoods for their roads, driveways, emergency services planning, public shelters, emergency evacuation plans, solid waste collection, utilities, and buffers, and also tailored in assessing their infrastructure impacts and their corresponding fair and proportionate impact/connection fees; and

WHEREAS, the Occupants of Vacation Rentals, due to the transient nature of such occupancy, may be unfamiliar with local evacuation plans and safety measures that would ordinarily be provided to guests in traditional lodging establishments, i.e., hotels and motels; and

WHEREAS, traditional lodging establishments are typically restricted to commercial and other non-residentially zoned areas where intensity of use is separated from less busy and quieter residential uses; and

WHEREAS, traditional lodging establishments must meet stricter development requirements, undergo inspections, and meet more stringent operational and business requirements; and

WHEREAS, because of the high occupancy and short-term nature of Occupants within many Vacation Rentals, fire safety becomes paramount; and

WHEREAS, Chapter 509, *Florida Statutes* expressly provides that local governments have authority to conduct inspection of public lodging, including Vacation Rentals, for compliance with the Florida Fire Prevention Code; and

WHEREAS, Chapter 633, *Florida Statutes*, expressly provides that local authorities shall enforce, within their fire safety jurisdiction, uniform fire safety standards for transient public lodging establishments, which by definition include Vacation Rentals; and

WHEREAS, Rule 69A-43 of the Florida Administrative Code provides uniform fire safety standards for transient public lodging establishments; and

WHEREAS, by definition, Vacation Rentals are transient public lodging establishments; and

WHEREAS, if left unregulated, the Occupants of Vacation Rentals located within established neighborhoods can disturb the quiet enjoyment of the neighborhood and create numerous secondary impacts, including noise, traffic, parking, and an increased demand on public services; and

WHEREAS, like many other municipalities throughout the State of Florida, the City of Dunnellon wishes to impose standards both to provide for the safety and welfare of Occupants of Vacation Rentals, to facilitate and enable fair and healthy economic competition between forms of public lodging accommodations, and to minimize any negative impacts caused by Vacation Rentals in residential areas, especially established single-family neighborhoods; and

WHEREAS, Vacation Rentals located within established neighborhoods may disturb the quiet enjoyment of the neighborhood, lower property values, and otherwise negatively impact permanent neighborhood residents; and

WHEREAS, Vacation Rentals may create compatibility impacts, including but not limited to excess noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, a permanent residence is typically the largest investment a family will make in their lifetime, with the homestead held sacred in popular culture as the heart and center of the family unit; and

WHEREAS, permanent residents within established residential neighborhoods deserve the right to tranquility and peaceful enjoyment of their home without intrusion by an excessive number of transient Occupants and

WHEREAS, the City of Dunnellon has experienced an increase in the repurposing of existing residential homes for the primary purpose of serving as Vacation Rentals; and

WHEREAS, Policy 3.2 of the City's Comprehensive Plan requires the City to establish standards for protection of residential areas from inconsistent uses which threaten the residential quality or stability of neighborhoods; and

WHEREAS, the City of Dunnellon seeks to balance respect for private property rights and incompatibility concerns between the investors in Vacation Rentals and the familial investment in permanent residences in established residential neighborhoods through the use of reasonable rules and regulations; and

WHEREAS, the City of Dunnellon desires Vacation Rentals that are safe, conform to the character of the community, provide positive impacts for tourism, do not detract from property values, and achieve greater neighborhood compatibility; and

WHEREAS, the City's enactment of regulations applicable to Vacation Rentals is necessary to preserve the integrity of residential areas and neighborhoods and corresponding property values, while also protecting the health, safety, and welfare of residents, property owners, investors, and transient Occupants of the City; and

WHEREAS, although family sizes vary from residence to residence, according to 2020 U.S. Census data, the average family size in the City of Dunnellon is 2.64 persons; and

WHEREAS, according to the 2020 U.S. Census Bureau date also indicates that the City of Dunnellon has an average household size of 1.76 persons; and

WHEREAS, Vacation Rentals situated in a residential neighborhood can and do create a great disparity in occupancy significantly above the average household size within the City; and

WHEREAS, the maximum overnight occupancy limits for Vacation Rental units established herein are enacted to mitigate against the potential harms caused by the unsafe overcrowding of Vacation Rentals by overnight short term Occupants, as well as the incompatible nature of overcrowded short term Vacation Rentals with existing residential neighborhoods which statistically have a much lower average household size based on U.S. data; and

WHEREAS, a maximum occupancy based on the number of Bedrooms is a fair and proportional manner to set maximum occupancy for each dwelling unit, with an ultimate maximum of sixteen (16) persons within any Vacation Rental, even if the number of Bedrooms would support more than sixteen (16) persons, because properties regulated by the National Fire Protection Association (NFPA) 101 Life Safety Code occupancies of greater than sixteen (16) persons falls within a commercial classification of 'hotel' or 'dormitory'; and

WHEREAS, the City's Vacation Rental regulations are intended to supplement, not replace, any existing federal, state, and/or local law or regulation, or any existing controls (including, but not limited to deed restrictions and/or covenants) within established residential units served by homeowner or condominium associations; and

WHEREAS, the State of Florida has established mandated human trafficking awareness training pertaining to Vacation Rentals; and

WHEREAS, the City's vacation regulations contained herein neither prohibit Vacation Rentals nor restrict the duration or frequency of Vacation Rentals; rather they are intended to address compatibility concerns and the secondary effects of Vacation Rentals located within the City and specifically within residential areas and neighborhoods; and

WHEREAS, these regulations are deemed necessary to preserve property values and to protect the health, safety, and general welfare of permanent residents, property owners, investors, transient occupants, and visitors alike; and

WHEREAS, This ordinance is also enacted to better inform and protect transient Occupants of Vacation Rentals by requiring Vacation Rental Owners to conspicuously post minimum information related to health and safety and applicable regulations; and

WHEREAS, the City's Planning Commission has determined that this Ordinance is consistent with the City's Comprehensive Plan and provided its recommendation to City Council; and

WHEREAS, the City Council of the City of Dunnellon determines that adoption of this Ordinance benefits the public health, safety and welfare of the residents and citizens of the City as well as visitors to the City of Dunnellon.

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

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

SECTION 1: The " whereas" clauses cited herein are the legislative findings of the City Council.

SECTION 2: 'Chapter 18, Article VIII – Vacation Rentals' of the City's Code of Ordinances is hereby created as follows:

CHAPTER 18 – BUSINESSES.

***

ARTICLE VIII. – VACATION RENTALS

Sec. 18-240. Construction of Article.

This Article shall be liberally construed to accomplish its purpose of regulating Vacation Rentals, facilitating and enabling fair and healthy economic competition between forms of public lodging accommodations, protecting the residential character of the City of Dunnellon's neighborhoods, the health, safety, and general welfare of its residents and visitors, and the quiet enjoyment by the City's residents of their residential property.

Section 18-241. Definitions.

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings set forth herein:

Bedroom. The term " Bedroom" means any room in a Vacation Rental which has a minimum of 70 square feet, a bed or other place for sleeping and a separate closet that is an integral part of the permanent construction within the Bedroom or an en-suite bathroom and is located along an exterior wall with an emergency means of escape and rescue opening to the outside, but shall not include living rooms, kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage spaces. A Bedroom shall not constitute the only means of access to other Bedrooms or habitable spaces and shall not serve as the only

means of egress from other habitable spaces. If a room has been added, altered, or converted without any required building permit having been granted, such room shall not be deemed a Bedroom.

Occupant. The term "Occupant" means any person who occupies a Vacation Rental overnight.

Owner. The term "Owner" shall mean the person or entity holding legal title to the Vacation Rental property, as reflected in the Marion County Tax Collector's records.

Owner-Occupied. The term "Owner-Occupied" means the Vacation Rental is then occupied by person(s), at the Vacation Rental Owner's consent, who do not pay rent for the occupancy of the Vacation Rental, when such persons are members of the family of the Vacation Rental Owner.

Pre-existing contract. A duly executed written contract entered into by a Vacation Rental Owner (or on an Owner's behalf) and a future Occupant prior to the effective date of this Article on April 1, 2024 under which the Vacation Rental Owner has agreed to rent a Vacation Rental to the Occupant.

Responsible Party. The term "Responsible party" means the Owner, or any person eighteen (18) years of age or older designated by the Owner, tasked with responding to requests for complaints, and other problems relating to or emanating from the Vacation Rental. There shall only be one designated Responsible Party for each Vacation Rental. An Owner may retain a private property management company to serve as the designated Responsible Party.

Vacation Rental. A "Vacation Rental" is a dwelling unit that is also a transient public lodging establishment, but is not a time share project. A transient public lodging establishment, as defined by F.S. § 509.013(4)(a), as amended, is any unit which is rented out to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests for periods less than thirty (30) days or one (1) calendar month, whichever is less.

Sec. 18-242 Vacation Rental General Regulations.

(a) *Applicability.* The regulations set forth in this article shall apply to any building or structure utilized as a Vacation Rental within any City zoning district.

(b) *Annual Registration and inspection.*

(1) *Annual registration required.* After April 1, 2024 It shall be unlawful for any person or entity to operate a Vacation Rental within the corporate limits of the City without first registering the Vacation Rental with the City's Community Development Department in

accordance with the requirements of this article and renewing such registration annually thereafter per the requirements of this section, except in the instance of providing accommodations to fulfill a pre-existing contract as provided hereinafter.

(2) *Initial registration.* Every Vacation Rental Owner shall initially apply for registration with the City by submitting to the City's Community Development Department a properly completed ~~and notarized~~ registration form, as prescribed by the City, together with a registration fee in an amount established by resolution of the City council. A separate registration form shall be required for each Vacation Rental. The registration form shall be accompanied by the following:

a. A current and active copy of the business tax receipt issued by the City if applicable (Per Chapter 18 of the City's Code of Ordinances an Owner is required to obtain a business tax receipt if owning two (2) or more rental properties);

b. A current and active copy of the Florida Department of Business and Professional Regulation license as a transient public lodging establishment/Vacation Rental;

c. A current and active copy of the Vacation Rental's certificate of registration with the Florida Department of Revenue for the purpose of collecting and remitting sales taxes, transient rental taxes and any other taxes required by law to be remitted, as applicable, or proof that payment is arranged through a third party such as an on-line platform;

d. Proof of the establishment of an account with the Marion County Tax Collector for the payment of applicable taxes or that payment is arranged through a third party such as an on-line platform;

e. Copies of the postings required by subsection (c)(4) below;

f. Exterior site sketch. An exterior site sketch of the Vacation Rental property showing and identifying all structures, pools, spas, fencing, docks, and uses, including areas provided for off-street parking. For purposes of the sketch, parking spaces shall be shown so as to enable a fixed count of the number of parking spaces provided. At the option of the Vacation Rental Owner, such sketch may be hand drawn, and need not be professionally prepared;

g. Interior building sketch by floor. A building sketch by floor shall be provided, showing a floor layout identifying all Bedrooms, other rooms, exits, hallways, and stairways, and location of fire extinguishers, smoke, and carbon monoxide detectors. At the option of the Vacation Rental Owner, such sketch may be hand drawn, and need not be professionally prepared; and

h. A completed Vacation Rental Responsible Party designation, in the format prescribed by the City, which includes the information required by subsection (c)(3) below.

i. Acknowledgement that the Vacation Rental Owner is aware of State of Florida requirements that govern Vacation Rentals, including, but not limited to requirements pertaining to mandated human trafficking awareness training.

(3) *Registration renewal.* After a Vacation Rental is initially registered, the registration shall be renewed annually by the date of certificate issuance ~~October 1st of each year~~ through the execution of a renewal affidavit, in the format prescribed by the City, and the payment of the renewal fee established by resolution of the City council.

(4) *Registration updates.* Any changes to the information or submittals included with the initial registration must be reported to the City within thirty (30) days of the occurrence of such changes. Such changes include, but are not limited to:

a. An increase in the number of Bedrooms of the Vacation Rental.

b. An increase in the maximum occupancy of the Vacation Rental.

c. An increase or decrease in the number of parking spaces, or a change in the location of parking spaces of the Vacation Rental.

d. A change in ownership of the Vacation Rental.

e. A change in status of state licensure. City registration shall not be valid for any duration where such Vacation Rental is not properly licensed with the State of Florida's Department of Business and Professional Regulation.

(5) *Incomplete registration/renewal.* If the registration form or renewal form submitted pursuant to this section is incomplete, the registrant shall be informed of such deficiency and shall have ten (10) days to correct the deficiency.

(6) *Inspection.*

a. Inspection of a Vacation Rental to verify compliance with the Florida Fire Prevention Code shall be required subsequent to the initial registration of the Vacation Rental, and annually after each renewal. If instances of noncompliance are found, all such instances of noncompliance shall be handled as other violations of the Florida Fire Prevention Code are otherwise handled in the City. The Vacation Rental, Owner, Agent, or Responsible Party shall provide reasonable access to the City's inspector or designated contractor for such inspection.

b. If a Vacation Rental Owner, agent, or Responsible Party, has a scheduled appointment for inspection with a City inspector or designated contractor, as applicable, and the

inspector is unable to complete the inspection as a result of action or inaction of the Vacation Rental Owner, agent, or Responsible Party, the Vacation Rental Owner shall be charged a reasonable re-inspection fee to cover the inspection expense incurred. The re-inspection fee shall be paid prior to scheduling the re-inspection. In addition, failure of a Vacation Rental Owner, agent, or Responsible Party, as applicable, to make the Vacation Rental available for an annual inspection within twenty (20) days after notification by the City or its contractor in writing that the City or its contractor is ready to conduct the inspection, shall be a violation of this Article. Such violation shall continue until the inspection is accomplished. Each day that such violation continues shall be a separate violation.

c. This section shall not be construed to limit or restrict the City's authority under the Florida Building Code or Fire Prevention Code to conduct required safety and permit inspections, nor limit the City's authority to seek an administrative search warrant under applicable law.

(7) *Evidence of Vacation Rental operation.* Advertising, listing, or posting a property on the internet, utilizing any mass communication medium or in any publication as being available for use as a Vacation Rental creates a rebuttable presumption that the Owner or operator is utilizing the property as a Vacation Rental. Nothing set forth herein precludes the City from presenting other forms of evidence of Vacation Rental operation.

(8) *False information.* It shall be unlawful for any person to give any false or misleading information in connection with the requirements and obligations set forth in this article.

(9) *Waiver/estoppel.* A Vacation Rental registration shall not be construed to establish any vested rights or entitle the registered Vacation Rental to any rights under the theory of estoppel. A Vacation Rental registration shall not be construed as a waiver of any other requirements contained within the City's code or Comprehensive Plan and is not an approval of any other code requirement outside this Article. The registration of a Vacation Rental is not an approval of a use or activity that would otherwise be illegal under Florida law, the Florida Building Code, the Florida Fire Code, or in violation of the City Code or Comprehensive Plan.

(c) *Vacation rental standards.* No person or entity shall operate a Vacation Rental within the City unless such Vacation Rental complies with the following standards:

(1) *Maximum occupancy.* The maximum occupancy restrictions set forth below shall not apply when the property is Owner-Occupied by the Vacation Rental Owner. Maximum occupancy of a Vacation Rental shall not exceed the lesser of:

a. Two (2) persons per Bedroom plus two (2) additional persons; or

b. Sixteen (16) persons.

(2) *Parking.* All vehicles associated with the Vacation Rental shall be parked off of City right-of-way within a driveway or a designated parking area located on the premises and shall, at all times, abide by all generally applicable City of Dunnellon ordinances. Vehicles may be parked offsite in designated City parking spots or areas in compliance with City Code and as indicated by City signage.

(3) *Vacation Rental Responsible Party.* Each Vacation Rental must designate a Responsible Party to respond to routine inspections as well as non-routine complaints and any other problems related to the operation of the Vacation Rental. The Vacation Rental Owner may serve in this capacity or shall otherwise designate another person eighteen (18) years or older to perform the following duties:

a. Be available by telephone at the listed phone number twenty-four (24) hours per day, seven (7) days per week and be capable of handling any issues relating to the operation of the Vacation Rental;

b. Be willing and able to come to the Vacation Rental within two (2) hours following notification from an Occupant, the Owner, or the City to address any issues relating to the operation of the Vacation Rental;

c. Receive service of any legal notice on behalf of the Owners for violation of the requirements set forth in this article;

d. Otherwise monitor the Vacation Rental to ensure compliance with the requirements set forth in this article.

(4) *Minimum Vacation Rental information required postings.* The Owner of a Vacation Rental or its Responsible Party shall post the following information within the Vacation Rental, either on the back of or next to the main entrance door or on the refrigerator:

a. The name, address, and telephone number of the Vacation Rental Responsible Party;

b. The maximum occupancy of the unit;

c. A notification that all garbage or trash must be placed in a garbage or trash can or other approved garbage receptacle and the days and time of trash pickup;

d. The location of the nearest hospital;

e. The location of designated parking spaces/areas;

f. A basic evacuation map showing available entrances and exits from the unit in case of an emergency.

g. A copy of the latest version of a document to be supplied by the City which includes excerpts from City of Dunnellon ordinance provisions of general application relevant to Vacation Rentals including, but not necessarily limited to, solid waste pick-up regulations, regulations related to Rainbow River rules (including State Laws regarding alligators and wildlife), and the City of Dunnellon's Noise Ordinance.

(5) *Subletting prohibited.* Subletting of Vacation Rentals is prohibited.

(6) *Advertising*. A Vacation Rental Owner shall include the City of Dunnellon Vacation Rental registration number of the Vacation Rental unit in all advertising of the availability of accommodations for the Vacation Rental unit. Advertising includes, but is not limited to print, radio, television, video, online, social media, and sharing economy platform.

(7) *Impermissible Rentals*. No accessory structure, vehicle, recreational vehicle, trailer, camper, boat, tent, or similar apparatus that is ineligible to be independently licensed by the Florida Department of Business and Professional Regulation as a transient public lodging establishment/Vacation Rental shall be utilized to provide sleeping quarters or otherwise accommodate more than the permitted number of overnight Occupants on a property where the primary structure is used as a Vacation Rental. This restriction does not apply to detached dwelling units that are fully equipped for occupancy (guest houses), which thereby contain a permanent cooking area, bathroom(s), and bedroom(s).

Sec. 18-243 Violations/Remedies and Enforcement.

(1) *Violations.* Non-compliance with any provision of this article shall constitute a violation of the City Code of Ordinances and each day the violation exists shall constitute a separate and distinct violation, unless otherwise specified.

(2) *Remedies and enforcement.* Any violations of this Article may be prosecuted pursuant to Chapter 2, Article V, Division 2 – 'Code Enforcement' of the City's Code of Ordinances or through any other manner authorized by law, including, but not limited to, action(s) for injunctive relief and/or revocation of the vacation rental registration.

Sec. 18-244 Exemption for Pre-Existing Contracts.

(a) Notwithstanding any other provision of this Article, pre-existing contracts are exempt from the provisions of this Article.

(b) If a Vacation Rental is cited for a violation of any of the requirements of this Article when the Vacation Rental is occupied under the terms of a pre-existing contract, the Vacation

Rental Owner may raise the pre-existing contract as an affirmative defense and defend such violation based on the fact that the Vacation Rental was exempt from applicable provisions of this Article due to it being occupied pursuant to a pre-existing contract, provided the fact finder determines by competent substantial evidence that the contract exists and satisfies the definition of a pre-existing contract.

(c) If a Vacation Rental Owner has a pre-existing contract booking a Vacation Rental prior to the effective date of this ordinance that exceeds the maximum occupancy requirements or otherwise conflicts with the requirements of this ordinance, then the Owner shall attach verifiable evidence of the pre-existing contract to the initial application for a Vacation Rental registration certificate. It is the intent and purpose of this subsection to allow the Vacation Rental Owner to honor the terms and conditions of such pre-existing contracts. No special process or fee shall be required to obtain this benefit. This subsection does not apply to Vacation Rentals governed by Sec. 18-244(d) below.

(d) Notwithstanding any other provision of this Article, Vacation Rental registration is not required for Vacation Rentals that honor pre-existing contracts, but do not accept any new bookings after the effective date of this ordinance.

(e) Pre-existing rental contracts may be assigned to a new Owner in the event of the sale of a Vacation Rental.

Sec. 18-245 Appeal.

Appeal. Any person adversely affected by an administrative interpretation of the City Clerk, Community Development Manager, or designee may appeal that interpretation to the City Council by filing a written notice of appeal of said interpretation within ten (10) calendar days of said interpretation. The City Council shall hear and decide said appeal at its next available regular meeting date.

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

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

SECTION 5. CODIFICATION. The provisions of this Ordinance shall be codified 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 6. EFFECTIVE DATE. This Ordinance shall become effective on August 13, 2025.

Upon motion duly made and carried, the foregoing ordinance was adopted on the first reading on the 16th day of July 2025.

Upon motion duly made and carried, the foregoing ordinance was adopted on the second and final reading on the 13th day of August 2025.

Ordinance Posted on the City's website on_____, 2025. Public hearing advertised on the City's website on _____, 2025 and advertised in the Riverland News on _____, 2025.

_____
Walter L. Green, Mayor

Attest:

_____
Amanda L. Odom, CMC
City Clerk

Approved as to Form:

_____
Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this____ day of_____ 2025.

_____
Amanda L. Odom, CMC
City Clerk

RESOLUTION #RES2025-19

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 via Agreement #AGR2022-02 with Technology Conservation Group.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dunnellon, Florida, on this 16th day of July 2025, that:

1. The property outlined in "Exhibit A" identified as miscellaneous electronic equipment is declared as surplus and shall be disposed of as outlined in Agreement #AGR2022-02 with Technology Conservation Group.

Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 16th day of July 2025.

ATTEST:

_____
Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON, FLORIDA

_____
Walter L. Green, Mayor

Approved as to form:

_____
Andrew J. Hand, City Attorney

First Draft Council Workshop July 7, 2025

Resolution #RES2025-19
EXHIBIT A

MISCELLANEOUS EQUIPMENT				
QTY	**GENERAL DESCRIPTION**	**INVENTORY/ASSET TAG #**	**VIN / MODEL / SERIAL**	**DEPT**
1	Dell Optiplex 790 Computer	5L20XQ1	12157104313	CD
1	Dell Optiplex 3050 Computer	JHF7HK2	42412332962	Clerk
1	Dell Wired Mouse	N/A	CN-009NK2-73826-76C-0CUS	CD
1	Dell Wired Mouse	N/A	CN-009NK2-73826-76C-0D4D	CD
1	Dell Wired Keyboard	N/A	CN-0RKR0N-71616-595-0ZUC-A01	CD
1	Dell Monitor	N/A	110328H04 00617	CD
1	Fujitsu Scanner Fi7160	N/A	C10A458684	Clerk
11	Yealink Phones	N/A	SIP-T31G	Clerk
1	Dell Monitor	N/A	CN-0NDMRP-74261-23H-2J8M	Clerk
1	Dell Monitor	N/A	CN-02GFKN-74445-294-BNNL	Clerk
1	Pullout Keyboard Tray	N/A		Finance
1	hp Laserjet 4250n Printer	N/A		Clerk/Finance
2	Speakers	Model EMC 2.0	5375U7010012186	Clerk
1	Dell Wired Keyboard		CN-0W7658-37172-63M-019K	Clerk
1	Dell Monitor	N/A	28731552193	IT
3	Dell Monitor	N/A	110414H04	IT
1	Dell Monitor	N/A	FS-S11017001000-97E-2289-A	IT
1	Dell Monitor	N/A	CN-0PVGRC-74445-37P-B22L	IT
1	Dell Monitor	N/A	MX-0G324H-74262-27V-1ECL	IT
1	Dell Monitor	N/A	FS-S11017001000-AAD-1552-A	IT
1	Dell Monitor	N/A	CJC1909Wb	IT
1	Dell Monitor	N/A	FS-S11017001000-97E-2286-A	IT
1	Dell Monitor	N/A	FS-S11017001000-97E-4263-A	IT
1	PowerEdge T610 Server	D760VK1		IT
7	YeaLink VIOP Phones	N/A	SIP-T31G	PD
1	Panasonic Toughbook	20200071 (MDT2)	Latitude	PD
1	Panasonic Toughbook	20200086 MDT (DPD16)	Latitude	PD
1	Panasonic Toughbook	MDT DPD2002	LatitudeFZ55A061VM	PD
1	Panasonic Toughbook	20200082	Latitude FZ 55A5070	PD
1	Dell CPU	N/A	Dell 790 SN2UA81225HK	PD

1	Dell CPU	LT Old unit 790	DELL36395315101	PD
1	Dell Monitors	20200133		PD
1	Dell Monitors	20200143		PD
1	ADT Control Module	Out dated unit		PD
1	Dell CPU	No Hard Drive	Dell 790 FN55A0621VM	PD
1	Dell Monitor	20200139		PD
1	Dell CPU	Evidence	4PW7F33	PD
1	Dell CPU	120200140	DPD Patrol	PD
1	Dell Monitor	N/A	cn-0ku311	PD
1	Dell CPU	20200079	DPD Patrol 2	PD
1	Dell Monitor	20200153		PD
1	Dell CPU	20200078	SGT 1	PD
1	Dell Monitor	20200141	SGT 1	PD
1	Dell CPU	20200087		PD
1	Dell Monitor	N/A	SNCN-ondmrp 74261-23h	PD
1	Dell Monitor	20200143		PD
1	Dell Monitor	N/A	FS-S1101700000-97E-2445-A	PW
1	Dell Monitor	N/A	FS-S1101700000-97E-2284-A	PW

RESOLUTION #RES2025-21

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 16th day of July 2025, that:

The property outlined below is declared as surplus and shall be disposed of in a manner to be determined by the City Council.

- 2011 Nissan Xterra VIN#5N1AN0NW4BC509136

Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 16th day of July 2025.

ATTEST:

_____
Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON, FLORIDA

_____
Walter L. Green, Mayor

Approved as to form:

_____
Andrew J. Hand, City Attorney

City of Dunnellon

Agenda Summary Form

Meeting Date: July 16, 2025

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Award RFP#2025-02 to CTC Disaster Response Inc. as the primary contractor and Grubbs Emergency Services as the secondary contractor.

Subject: Award of RFP#2025-02 Disaster Debris Removal & Disposal Services

Request for Approval Summary Explanation & Background:

The City of Dunnellon currently holds Wood Resource Recovery as the primary contractor and Grubbs as the secondary contractor. Those contracts will meet their term limit as of August 13, 2025. Staff published a request for proposals on June 6 ,2025. The deadline for submitting a proposal was 2:00 p.m. on June 26, 2025. Seven responses were received. On July 1st staff evaluated the proposals as follows:

1. Custom Tree Care (CTC), 100 points – Topeka, KS
2. Grubbs Emergency Services, 93 points – Hudson, FL
3. Ceres Environmental Services, 85 points – Sarasota, FL
4. TFR Enterprises, 80 points – Leander, TX
5. Bergeron Emergency Services, 75 points – Gainesville, FL
6. DRC Emergency Services, 73 points – West Palm Beach, FL
7. Gaston Tree Debris, 70 points – Springville, AL & Alpharetta, GA

Based on the criteria evaluated and the positive working relationships the City has experienced with two of the responders, it is staff's recommendation to award the RFP to Custom Tree Service as the primary contractor and Grubbs Emergency Services as the secondary contractor, who would be utilized following a disastrous event if additional resources are needed. However, all proposals are available for Council's review. Services will be utilized only in the event of a disaster significant enough to require these services. Prices per hour for personnel and equipment are provided for each proposal. Disaster recovery related expenses qualify for FEMA reimbursement.

Procurement Method: **N/A**

Fiscal Information: **N/A**

Attorney Review: **N/A**

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
FORM AGREEMENT

AGREEMENT BETWEEN
CITY OF DUNNELLON
And
CTC Disaster Response, Inc.
for
DEBRIS REMOVAL AND DISPOSAL SERVICES

This Agreement is made and entered into by and between CITY OF DUNNELLON, a political subdivision of the State of Florida, 20750 River Drive, Dunnellon, FL 34431 (hereinafter referred to as "City"), and Custom Tree Care (hereinafter referred to as "Contractor") on this _____day of _____,2025.

WITNESSETH:

WHEREAS, City issued a Request for Proposals #RFP2025-02 for Disaster Debris Removal and Disposal Services (herein referred to as "the RFP for Debris Removal"), in accordance with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2 CFR 200, and in accordance with applicable City procurement requirements, policies and procedures; and

WHEREAS, Contractor submitted a Proposal consisting of all completed Proposal Forms from the RFP for Debris Removal (herein "the Proposal"), and was subsequently selected by City as one of the companies to enter into a contract to provide the services requested by the RFP for Debris Removal by work order (as that process is described in RFP for Debris Removal, herein referred to as a "Work Order"); and

WHEREAS, City desires to enter into an agreement with Contractor to provide the services provided in the RFP for Debris Removal as required, and as provided in the Proposal submitted by Contractor, and Contractor desires to provide such services in accordance with the RFP for Debris Removal, Contractor's Proposal, any applicable Work Orders issued, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
INCORPORATION OF DOCUMENTS

1.1 The RFP for Debris Removal, the Addendum (Addenda) to RFP for Debris Removal dated (N/A), issued by City, the Proposal submitted by Contractor dated June 26, 2025, all filed with the City Clerk of Dunnellon, Records Division, as RFP for Disaster Debris Removal and Disposal Services, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) Any Work Order issued pursuant to this Agreement;
2) This Agreement;
3) The RFP for Debris Removal;
4) The Proposal submitted by Contractor dated June 26, 2025.

ARTICLE 2
CONTRACTOR'S DUTIES

2.1 Contractor agrees to perform all the services and provide all the materials requested by the RFP for Debris Removal and described in any individual Work Order issued pursuant to this Agreement. Contractor shall perform all services and provide all materials in strict accordance with the provisions contained herein. Contractor shall perform all services under any Work Order in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of providers of similar services having the level of skill, expertise and specialized knowledge, as represented to City, both orally and in writing, to be possessed by Contractor. Contractor shall provide its services and materials under any Work Order within the times allows for performance in the schedule contained in the applicable Work Order.

2.2 Contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including but not limited to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHSA), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other government agency with jurisdiction over response and recovery actions, including the City's requirements. Contractor shall be responsible for staying current with all FEMA and other agency guidelines and regulations.

2.3 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the

provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement.

Specifically, but not by way of limitation, Contractor shall:

(i) Keep and maintain public records required by City to perform the service;
(ii) Upon request by City's custodian of public records, provide City 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to City; and
(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to City all public records in possession of Contractor or keeps and maintains public records required by City to perform the services. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the City Clerk of Dunnellon, or his/her designee.

(d) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

MANDY ODOM
TELEPHONE: (352) 465-8500
E-MAIL:modom@dunnellon.org
MAILING ADDRESS: 20750 River Drive, Dunnellon, FL 34431

ARTICLE 3

Compliance with Federal Standards

3.1 General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this article and comply with the authorities enumerated below, which are incorporated herein by reference.

17.1.1. 2 CFR Part 25.110
17.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
17.1.3. Executive Orders 12549 and 12689
17.1.4. 41 CFR Park 60-1(a) and (d)
17.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

3.2 Nondiscrimination Acts and Authorities. For all federally funded work issued under this Agreement, Contract agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities:

3.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement;

3.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3.2.3. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

3.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

3.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

3.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

3.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

3.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

3.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

3.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

3.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

3.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.);

3.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and

child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division;

3.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

3.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses:

3.3.1. Nondiscrimination. Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices where the contract covers any activity, project, or project set forth in Appendix B of 49 CFR part 21;

3.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin;

3.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information;

3.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

3.4. Incorporation of Provisions. Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.5. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Agreement, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement. Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

3.6. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Agreement, Contractor must disclose in writing any potential conflict of interest to the City or pass- through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

3.7. Drug Free Workplace Requirements (Drug-Fee Workplace Act of 1988 – 41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

3.8. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Agreement, Contractor agrees as follows: (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; (6) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.9. Minority/Women Business Enterprise. For all federally funded work under this Agreement, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub- contractors. Prior to Agreement award, Contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers

and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

3.10. Procurement of Recovered Materials. For all federally funded work under this Agreement, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.11. Environmental and Energy Policies. For all work over the micro-purchase threshold, Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

3.12. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below:

3.12.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

3.12.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.12.3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

3.13. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935.

3.13.1. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3.13.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.13.4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.13.5. Certification Instructions.

3.13.5.1. By signing this Agreement, Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

3.13.5.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3.13.5.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3.13.5.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

3.13.5.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

3.13.5.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3.13.5.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

3.13.5.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3.13.5.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3.13.6. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

3.13.6.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

3.13.6.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.13.6.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

3.13.6.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3.13.6.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.14 Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

3.15. Federal Lobbying. Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

3.16. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29

CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

3.17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

3.17.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.17.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3.17.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) ofthis section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3.18. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR
§ 401.14.

3.19. Access to Records and Reports. Contractor will make available to the City’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City, City Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

3.20. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

3.21. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

3.22. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the

Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

3.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

3.24. Prohibition on Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

3.25. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor's violating this provision, without penalty.

3.26. Domestic Preference for Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

3.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

3.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

3.27.2. Foreign End Products: Line-Item No. - Country of Origin

_____ _____

_____ _____

3.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

3.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

3.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

3.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

3.31. Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). Contractor shall update the information in the Federal Awardee

Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

3.32. Never Contract With the Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

3.33. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

3.34. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting Agreement.

3.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

ARTICLE 4
SERVICES/WORK ORDERS

4.1 Based upon the needs of City related to any event as described in the RFP for Debris Removal, and City's determination to acquire services from Contractor, City will issue a Work Order to Contractor for the specific services needed. Issuance of a Work Order to Contractor for any needed services will be based on the City's sole judgment and discretion, based on City's needs for the applicable event.

4.2 Each Work Order issued hereunder shall contain a description of the specific services required for that Work Order and shall state the compensation to be paid to the Contractor for such Work Order, and shall include a schedule for completing the services and providing any products pursuant to the Work Order. Each Work Order issued to Contractor by City shall become a part of this Agreement upon approval by both parties. Compensation for each Work Order may be based on not-to-exceed amounts, or on time and materials using the hourly rates of Contractor provided with the Proposal (or as

amended in a renewal term of this Agreement), or some other form of compensation as consented to by Contractor and City in the applicable Work Order. In the event that any Work Order is based on time and materials (as determined by the City to be the only suitable method of compensation for such Work Order), the ceiling price for the services under that Work Order shall be One Million Five Hundred Thousand Dollars ($1,500,000) regardless of the size of the event initiating the need for the services under the Work Order, which ceiling price shall be exceeded solely at the Contractor's risk. City acknowledges that adjustments to the services, schedule and compensation for any Work Order may be necessary based on circumstances; and any such adjustments must be consented to in writing by both Contractor and City. Contractor shall be authorized to proceed with services pursuant to any Work Order upon receipt of the fully executed Work Order, the bond required for such Work Order (if applicable) and any other information or documentation applicable to the Work Order as required by City. Contractor agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms of this Agreement.

4.3 City Clerk or his/her designee shall be authorized to execute any Work Order on behalf of City in the event the compensation for such Work Order does not exceed Five Thousand Dollars ($5,000) or in the event of a declared emergency as provided by Sec. 22-37. - City of Dunnellon Code of Ordinances.

4.4 City reserves the right to issue a separate solicitation at any time for any services it may need, at its discretion, regardless of whether a Work Order could be awarded for such services pursuant hereto. City also reserves the right to issue multiple Work Orders to any number of contractors with which it has entered into agreements pursuant to the RFP for Debris Removal, based on the City's needs for any particular event.

4.5 City provides no guarantee that Contractor will be issued any quantity or dollar amount of Work Orders, or that Contractor will be issued any Work Order hereunder.

ARTICLE 4
TERM/TERMINATION

5.1 The term of this Agreement shall begin on the date and year first above written and shall continue for five (5) years, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended for two (2) additional one (1) year terms, with the agreement of both parties hereto. The renewal options may be exercised by letter agreement between the parties. The City Clerk or his/her designee shall have the authority to approve any renewal option on behalf of City. All work associated with any Work Order must be completed within the initial term or any extension of the term of this Agreement, unless the applicable Work Order is unavoidably delayed. In the event of such unavoidable delay, the term of this Agreement shall be continued for such Work Order until Contractor completes all services and provides all products required under such Work Order, and City accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

5.2 This Agreement may be terminated by either party, with or without cause, by sixty (60) days written notice to the other party. Such termination shall be effective sixty (60) days after receipt by the party being provided notice of such written notice of intent to terminate. However, unless City is terminating for cause based on Contractor's failure to comply with the provisions of section 2.4 hereof, no termination for cause will be effective unless the party being provided notice of such termination for cause is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination. In the event the Contractor notifies the City that it will not or is unable to perform a specific service in the manner and time specified by the City, the City may immediately contract with another to perform that specific service without waiting for ten (10) calendar days. Such action by the City shall not constitute a breach of any provision of this Contract.

5.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination.

5.4 Notwithstanding any other provision herein to the contrary, in the event budgeted funds which are sufficient for City to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, City shall notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to City.

ARTICLE 6
METHOD OF BILLING AND PAYMENT

6.1 City shall pay to Contractor the sums indicated for services as set forth in each Work Order issued to Contractor.

6.2 Contractor shall submit all billings for payment of services rendered pursuant to the provisions of the applicable Work Order to the City of Dunnellon Accounts Payable Department. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Work Order to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid. Billings shall also contain any additional information required by City to facilitate reimbursement or payment for Contractor's services to City by any applicable federal program.

6.3 Contractor acknowledges that each billing must be reviewed and approved by the Director of the City department requesting the services pursuant to the applicable Work Order, or his/her designee. Should the Director of such City department, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished, or hours expended, or does not provide sufficient information or detail required for City to qualify for federal reimbursement or payment, Contractor shall adjust billing accordingly. However, Contractor shall be entitled to payment of any portion of a billing not in dispute.

6.4 City shall pay Contractor's billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

6.5 In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Clerk or his/her designee and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City Clerk shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

ARTICLE 7
CITY'S RESPONSIBILITIES

7.1 City shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Contractor.

7.2 City shall furnish to Contractor, upon request of Contractor and at City expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the City's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

7.3 City shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at City expense. City shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

ARTICLE 8
STANDARDS AND CORRECTIONS

8.1 Contractor shall perform or furnish to City all services pursuant to this Agreement to a level of technical skill, ability, and diligence as is required of similar contractors having the level of skill, expertise and specialized knowledge, as represented to City, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards for the provision of the types of services to be performed by Contractor hereunder, and with the laws, statutes, ordinances, codes, rules and regulations governing the types of services to be performed by Contractor hereunder. The same

standards of care shall be required of any sub-consultant or subcontractor engaged by Contractor.

8.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any sub consultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of City's rights under any applicable statute of limitations. City review of, approval of, acceptance of, or payment for any of Contractor's services or materials shall not be construed to operate as a waiver of any of City's rights under this Agreement, or cause of action City may have arising out of the performance of this Agreement.

ARTICLE 9
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid or hand-delivered to the parties at the addresses listed below:

If to City:

City Clerk
20750 River Drive
Dunnellon, FL 34431

If to Contractor:

_____

_____

_____

ARTICLE 10
NO CONTINGENT FEES

10.1 Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from

the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11
NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of City. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by City.

ARTICLE 12
INDEMNIFICATION/INSURANCE

12.1 Contractor shall indemnify and hold harmless the City, and its officers, agents, employees, and volunteers, from any and all claims, liabilities, damages, losses, expense and costs, including, but not limited to, reasonable costs, attorney fees, collection expenses, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of the Contractor, its officers, agents, employees, subcontractors or volunteers, or other persons employed or utilized by the Contractor in the performance or non-performance of its obligations under the Contract. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract. Compliance with any insurance requirements required elsewhere in this Contract shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section. The provisions of section 768.28, Florida Statutes, applicable to the City apply in full to this Contract and nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City acting within the scope of his/her office or employment are subject to the limitations specified in this statute. No officer, employee or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The City shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

12.2 Prior to commencement of services on any work order under the Contract, the

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract, insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming City of Dunnellon, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the City, if requested by the City, with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A proposer shall provide proof of, or proof of the ability to acquire, and a Contractor shall comply with the provisions of this section, for the types and limits of insurance as follows:

a. Commercial General Liability

1. General Aggregate	$1,000,000
2. Products and Completed Operations Aggregate	$1,000,000
3. Personal and Advertising Injury	$1,000,000
4. Each Occurrence	$1,000,000
5. Fire Damage (any one fire)	$ 50,000
6. Medical Expense (any one person)	$ 5,000

b. Automobile Liability

1. Any Automobile-Combined bodily injury/ property damage, with minimum limits for additional coverage as required by Florida law	$1,000,000

c. Workers Compensation/Employers Liability

1. Workers' Compensation	statutory limits
2. Employers Liability	
a. Each Accident	$ 100,000
b. Disease-Policy	$ 500,000
c. Disease-Each Employee	$ 100,000

d. Professional Liability when required by Contract-per occurrence $ 1,000,000

ARTICLE 13

CONTACT PERSONS

13.1 Upon written request of City, the City Clerk shall designate one or more City employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 14
SEVERABILITY

14.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 15
GOVERNING LAW/VENUE

15.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, the exclusive venue for any such litigation shall be in the state courts within Marion County, Florida or the United States District Court in and for the Middle District of Florida, Ocala Division.

ARTICLE 16
INDEPENDENT CONTRACTOR STATUS

16.1 Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of City.

ARTICLE 17
E-VERIFY

17.1 Pursuant to § 448.095(5), *Florida Statutes*, Contractor 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. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. Contractor 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*. Contractor shall retain a copy of the affidavit for the duration of this Agreement and provide it to the City upon request. Contractor 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, Contractor shall provide evidence of such registration and compliance. Contractor 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.

ARTICLE 18

BREACH OF AGREEMENT DURING EMERGENCY RECOVERY PERIODS FOR NATURAL EMERGENCIES

18.1 If Contractor breaches this Agreement during an emergency recovery period, then Contractor shall pay to City a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency which declaration is applicable to the City.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

DUNNELLON CITY COUNCIL
DUNNELLON, FLORIDA

Attest:

_____
Walter Green, Mayor

_____
Amanda L. Odom, CMC
City Clerk

Approved as to form and legal sufficiency:

_____
Andrew J. Hand, City Attorney

Attest/Witness:

_____
Contractor

_____

By:_____

_____

Title:_____

Date:_____

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
FORM AGREEMENT

AGREEMENT BETWEEN
CITY OF DUNNELLON
And
Grubbs Emergency Services
for
DEBRIS REMOVAL AND DISPOSAL SERVICES

This Agreement is made and entered into by and between CITY OF DUNNELLON, a political subdivision of the State of Florida, 20750 River Drive, Dunnellon, FL 34431 (hereinafter referred to as "City"), and Grubbs Emergency Services (hereinafter referred to as "Contractor") on this _____day of _____,2025.

WITNESSETH:

WHEREAS, City issued a Request for Proposals #RFP2025-02 for Disaster Debris Removal and Disposal Services (herein referred to as "the RFP for Debris Removal"), in accordance with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2 CFR 200, and in accordance with applicable City procurement requirements, policies and procedures; and

WHEREAS, Contractor submitted a Proposal consisting of all completed Proposal Forms from the RFP for Debris Removal (herein "the Proposal"), and was subsequently selected by City as one of the companies to enter into a contract to provide the services requested by the RFP for Debris Removal by work order (as that process is described in RFP for Debris Removal, herein referred to as a "Work Order"); and

WHEREAS, City desires to enter into an agreement with Contractor to provide the services provided in the RFP for Debris Removal as required, and as provided in the Proposal submitted by Contractor, and Contractor desires to provide such services in accordance with the RFP for Debris Removal, Contractor's Proposal, any applicable Work Orders issued, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
INCORPORATION OF DOCUMENTS

1.1 The RFP for Debris Removal, the Addendum (Addenda) to RFP for Debris Removal dated (N/A), issued by City, the Proposal submitted by Contractor dated June 10, 2025, all filed with the City Clerk of Dunnellon, Records Division, as RFP for Disaster Debris Removal and Disposal Services, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) Any Work Order issued pursuant to this Agreement;
2) This Agreement;
3) The RFP for Debris Removal;
4) The Proposal submitted by Contractor dated June 10, 2025.

ARTICLE 2
CONTRACTOR'S DUTIES

2.1 Contractor agrees to perform all the services and provide all the materials requested by the RFP for Debris Removal and described in any individual Work Order issued pursuant to this Agreement. Contractor shall perform all services and provide all materials in strict accordance with the provisions contained herein. Contractor shall perform all services under any Work Order in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of providers of similar services having the level of skill, expertise and specialized knowledge, as represented to City, both orally and in writing, to be possessed by Contractor. Contractor shall provide its services and materials under any Work Order within the times allows for performance in the schedule contained in the applicable Work Order.

2.2 Contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including but not limited to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHSA), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other government agency with jurisdiction over response and recovery actions, including the City's requirements. Contractor shall be responsible for staying current with all FEMA and other agency guidelines and regulations.

2.3 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the

provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement.

Specifically, but not by way of limitation, Contractor shall:

(i) Keep and maintain public records required by City to perform the service;
(ii) Upon request by City's custodian of public records, provide City 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to City; and
(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to City all public records in possession of Contractor or keeps and maintains public records required by City to perform the services. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the City Clerk of Dunnellon, or his/her designee.

(d) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

MANDY ODOM
TELEPHONE: (352) 465-8500
E-MAIL:modom@dunnellon.org
MAILING ADDRESS: 20750 River Drive, Dunnellon, FL 34431

ARTICLE 3

Compliance with Federal Standards

3.1 General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this article and comply with the authorities enumerated below, which are incorporated herein by reference.

17.1.1. 2 CFR Part 25.110
17.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
17.1.3. Executive Orders 12549 and 12689
17.1.4. 41 CFR Park 60-1(a) and (d)
17.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

3.2 Nondiscrimination Acts and Authorities. For all federally funded work issued under this Agreement, Contract agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities:

3.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement;

3.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3.2.3. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

3.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

3.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

3.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

3.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

3.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

3.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

3.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

3.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

3.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.);

3.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and

child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division;

3.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

3.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses:

3.3.1. Nondiscrimination. Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices where the contract covers any activity, project, or project set forth in Appendix B of 49 CFR part 21;

3.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin;

3.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information;

3.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

3.4. Incorporation of Provisions. Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.5. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Agreement, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement. Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

3.6. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Agreement, Contractor must disclose in writing any potential conflict of interest to the City or pass- through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

3.7. Drug Free Workplace Requirements (Drug-Fee Workplace Act of 1988 – 41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

3.8. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Agreement, Contractor agrees as follows: (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) Contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders; (6) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.9. Minority/Women Business Enterprise. For all federally funded work under this Agreement, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub- contractors. Prior to Agreement award, Contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers

and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

3.10. Procurement of Recovered Materials. For all federally funded work under this Agreement, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.11. Environmental and Energy Policies. For all work over the micro-purchase threshold, Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

3.12. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below:

3.12.1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

3.12.2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.12.3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

3.13. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935.

3.13.1. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3.13.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.13.4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.13.5. Certification Instructions.

3.13.5.1. By signing this Agreement, Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

3.13.5.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3.13.5.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3.13.5.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

3.13.5.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

3.13.5.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3.13.5.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

3.13.5.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3.13.5.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3.13.6. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

3.13.6.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

3.13.6.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.13.6.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

3.13.6.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3.13.6.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.14 Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

3.15. Federal Lobbying. Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

3.16. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29

CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

3.17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

3.17.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

3.17.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3.17.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) ofthis section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3.18. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR
§ 401.14.

3.19. Access to Records and Reports. Contractor will make available to the City’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City, City Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

3.20. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

3.21. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

3.22. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the

Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

3.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

3.24. Prohibition on Utilization of Cost Plus a Percentage of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

3.25. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor's violating this provision, without penalty.

3.26. Domestic Preference for Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

3.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

3.27.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

3.27.2. Foreign End Products: Line-Item No. - Country of Origin

_____ _____

_____ _____

3.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

3.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

3.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

3.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

3.31. Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). Contractor shall update the information in the Federal Awardee

Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.

3.32. Never Contract With the Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

3.33. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

3.34. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting Agreement.

3.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

ARTICLE 4
SERVICES/WORK ORDERS

4.1 Based upon the needs of City related to any event as described in the RFP for Debris Removal, and City's determination to acquire services from Contractor, City will issue a Work Order to Contractor for the specific services needed. Issuance of a Work Order to Contractor for any needed services will be based on the City's sole judgment and discretion, based on City's needs for the applicable event.

4.2 Each Work Order issued hereunder shall contain a description of the specific services required for that Work Order and shall state the compensation to be paid to the Contractor for such Work Order, and shall include a schedule for completing the services and providing any products pursuant to the Work Order. Each Work Order issued to Contractor by City shall become a part of this Agreement upon approval by both parties. Compensation for each Work Order may be based on not-to-exceed amounts, or on time and materials using the hourly rates of Contractor provided with the Proposal (or as

amended in a renewal term of this Agreement), or some other form of compensation as consented to by Contractor and City in the applicable Work Order. In the event that any Work Order is based on time and materials (as determined by the City to be the only suitable method of compensation for such Work Order), the ceiling price for the services under that Work Order shall be One Million Five Hundred Thousand Dollars ($1,500,000) regardless of the size of the event initiating the need for the services under the Work Order, which ceiling price shall be exceeded solely at the Contractor's risk. City acknowledges that adjustments to the services, schedule and compensation for any Work Order may be necessary based on circumstances; and any such adjustments must be consented to in writing by both Contractor and City. Contractor shall be authorized to proceed with services pursuant to any Work Order upon receipt of the fully executed Work Order, the bond required for such Work Order (if applicable) and any other information or documentation applicable to the Work Order as required by City. Contractor agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms of this Agreement.

4.3 City Clerk or his/her designee shall be authorized to execute any Work Order on behalf of City in the event the compensation for such Work Order does not exceed Five Thousand Dollars ($5,000) or in the event of a declared emergency as provided by Sec. 22-37. - City of Dunnellon Code of Ordinances.

4.4 City reserves the right to issue a separate solicitation at any time for any services it may need, at its discretion, regardless of whether a Work Order could be awarded for such services pursuant hereto. City also reserves the right to issue multiple Work Orders to any number of contractors with which it has entered into agreements pursuant to the RFP for Debris Removal, based on the City's needs for any particular event.

4.5 City provides no guarantee that Contractor will be issued any quantity or dollar amount of Work Orders, or that Contractor will be issued any Work Order hereunder.

ARTICLE 4
TERM/TERMINATION

5.1 The term of this Agreement shall begin on the date and year first above written and shall continue for five (5) years, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended for two (2) additional one (1) year terms, with the agreement of both parties hereto. The renewal options may be exercised by letter agreement between the parties. The City Clerk or his/her designee shall have the authority to approve any renewal option on behalf of City. All work associated with any Work Order must be completed within the initial term or any extension of the term of this Agreement, unless the applicable Work Order is unavoidably delayed. In the event of such unavoidable delay, the term of this Agreement shall be continued for such Work Order until Contractor completes all services and provides all products required under such Work Order, and City accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

5.2 This Agreement may be terminated by either party, with or without cause, by sixty (60) days written notice to the other party. Such termination shall be effective sixty (60) days after receipt by the party being provided notice of such written notice of intent to terminate. However, unless City is terminating for cause based on Contractor's failure to comply with the provisions of section 2.4 hereof, no termination for cause will be effective unless the party being provided notice of such termination for cause is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination. In the event the Contractor notifies the City that it will not or is unable to perform a specific service in the manner and time specified by the City, the City may immediately contract with another to perform that specific service without waiting for ten (10) calendar days. Such action by the City shall not constitute a breach of any provision of this Contract.

5.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination.

5.4 Notwithstanding any other provision herein to the contrary, in the event budgeted funds which are sufficient for City to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, City shall notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to City.

ARTICLE 6
METHOD OF BILLING AND PAYMENT

6.1 City shall pay to Contractor the sums indicated for services as set forth in each Work Order issued to Contractor.

6.2 Contractor shall submit all billings for payment of services rendered pursuant to the provisions of the applicable Work Order to the City of Dunnellon Accounts Payable Department. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Work Order to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid. Billings shall also contain any additional information required by City to facilitate reimbursement or payment for Contractor's services to City by any applicable federal program.

6.3 Contractor acknowledges that each billing must be reviewed and approved by the Director of the City department requesting the services pursuant to the applicable Work Order, or his/her designee. Should the Director of such City department, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished, or hours expended, or does not provide sufficient information or detail required for City to qualify for federal reimbursement or payment, Contractor shall adjust billing accordingly. However, Contractor shall be entitled to payment of any portion of a billing not in dispute.

6.4 City shall pay Contractor's billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

6.5 In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Clerk or his/her designee and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City Clerk shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

ARTICLE 7
CITY'S RESPONSIBILITIES

7.1 City shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Contractor.

7.2 City shall furnish to Contractor, upon request of Contractor and at City expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the City's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

7.3 City shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at City expense. City shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

ARTICLE 8
STANDARDS AND CORRECTIONS

8.1 Contractor shall perform or furnish to City all services pursuant to this Agreement to a level of technical skill, ability, and diligence as is required of similar contractors having the level of skill, expertise and specialized knowledge, as represented to City, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards for the provision of the types of services to be performed by Contractor hereunder, and with the laws, statutes, ordinances, codes, rules and regulations governing the types of services to be performed by Contractor hereunder. The same

standards of care shall be required of any sub-consultant or subcontractor engaged by Contractor.

8.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any sub consultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of City's rights under any applicable statute of limitations. City review of, approval of, acceptance of, or payment for any of Contractor's services or materials shall not be construed to operate as a waiver of any of City's rights under this Agreement, or cause of action City may have arising out of the performance of this Agreement.

ARTICLE 9
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid or hand-delivered to the parties at the addresses listed below:

If to City:

City Clerk
20750 River Drive
Dunnellon, FL 34431

If to Contractor:

_____

_____

_____

ARTICLE 10
NO CONTINGENT FEES

10.1 Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from

the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11
NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of City. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by City.

ARTICLE 12
INDEMNIFICATION/INSURANCE

12.1 Contractor shall indemnify and hold harmless the City, and its officers, agents, employees, and volunteers, from any and all claims, liabilities, damages, losses, expense and costs, including, but not limited to, reasonable costs, attorney fees, collection expenses, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of the Contractor, its officers, agents, employees, subcontractors or volunteers, or other persons employed or utilized by the Contractor in the performance or non-performance of its obligations under the Contract. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract. Compliance with any insurance requirements required elsewhere in this Contract shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section. The provisions of section 768.28, Florida Statutes, applicable to the City apply in full to this Contract and nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City acting within the scope of his/her office or employment are subject to the limitations specified in this statute. No officer, employee or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The City shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

12.2 Prior to commencement of services on any work order under the Contract, the

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract, insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming City of Dunnellon, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the City, if requested by the City, with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self–insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A proposer shall provide proof of, or proof of the ability to acquire, and a Contractor shall comply with the provisions of this section, for the types and limits of insurance as follows:

a. Commercial General Liability

1. General Aggregate	$1,000,000
2. Products and Completed Operations Aggregate	$1,000,000
3. Personal and Advertising Injury	$1,000,000
4. Each Occurrence	$1,000,000
5. Fire Damage (any one fire)	$ 50,000
6. Medical Expense (any one person)	$ 5,000

b. Automobile Liability

1. Any Automobile-Combined bodily injury/ property damage, with minimum limits for additional coverage as required by Florida law	$1,000,000

c. Workers Compensation/Employers Liability

1. Workers' Compensation	statutory limits
2. Employers Liability	
a. Each Accident	$ 100,000
b. Disease-Policy	$ 500,000
c. Disease-Each Employee	$ 100,000

d. Professional Liability when required by Contract-per occurrence $ 1,000,000

ARTICLE 13

CONTACT PERSONS

13.1 Upon written request of City, the City Clerk shall designate one or more City employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 14
SEVERABILITY

14.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 15
GOVERNING LAW/VENUE

15.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, the exclusive venue for any such litigation shall be in the state courts within Marion County, Florida or the United States District Court in and for the Middle District of Florida, Ocala Division.

ARTICLE 16
INDEPENDENT CONTRACTOR STATUS

16.1 Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of City.

ARTICLE 17
E-VERIFY

17.1 Pursuant to § 448.095(5), *Florida Statutes*, Contractor 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. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any newly hired employees. Contractor 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*. Contractor shall retain a copy of the affidavit for the duration of this Agreement and provide it to the City upon request. Contractor 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, Contractor shall provide evidence of such registration and compliance. Contractor 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.

ARTICLE 18

BREACH OF AGREEMENT DURING EMERGENCY RECOVERY PERIODS FOR NATURAL EMERGENCIES

18.1 If Contractor breaches this Agreement during an emergency recovery period, then Contractor shall pay to City a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency which declaration is applicable to the City.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

DUNNELLON CITY COUNCIL
DUNNELLON, FLORIDA

Attest:

_____
Walter Green, Mayor

_____
Amanda L. Odom, CMC
City Clerk

Approved as to form and legal sufficiency:

_____
Andrew J. Hand, City Attorney

Attest/Witness:

_____
Contractor

_____

By:_____

_____

Title:_____

Date:_____

City of Dunnellon
Agenda Summary Form

Meeting Date: July 16, 2025

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Consider the offer submitted by Insight Auctioneers in the amount of $27,239 in response to Bid #BID2025-03 for surplus vehicles.

Subject: BID #2025-03 Sale of Surplus Vehicles

Request for Approval Summary Explanation & Background:

On May 14, 2025, the City Council adopted Resolution #RES2025-15 allowing for the disposal of nine (9) Police Department patrol vehicles.

Staff advertised the Bid soliciting offers for the vehicles. Two of the vehicles were sold to the City of Williston as authorized by the City Council on June 11, 2025.

Staff re-advertised the seven (7) remaining vehicles, and one offer was received on July 3, 2025, from Insight Auctioneers as follows:

(1) 2016 Ford Interceptor 4D VIN#1FM5K8AT0GGA62809	$2,777
(1) 2016 Ford Flex Fuel Explorer UT VIN #1FM5K8AR8GGD32745	$3,177
(1) 2016 Ford Flex Fuel Explorer AWD UT VIN#1FM5K8AR6GGD32744	$3,177
(1) 2017 Ford Flex Fuel Interceptor UT VIN#1FM5K8AR0HGC87477	$3,577
(1) 2017 Ford Interceptor UT VIN#1FM5K8AR4HGC91113	$2,977
(1) 2020 Dodge Durango UT VIN#1C4RDJFG3LC369900	$5,777
(1) 2020 Dodge Sport Utility 4 Door UT VIN#1C4RDJFG3LC192524	$5,777
	$27,239

Procurement Method: Sealed Bid #BID2025-03
Fiscal Information: General Fund Revenue
Attorney Review: n/a

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Marion
Principal Authority : City of Dunnellon	Taxing Authority : City of Dunnellon - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 254,185,832			(1)
2.	Current year taxable value of personal property for operating purposes	$ 34,778,826			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 598,593			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 289,563,251			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 3,485,279			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 286,077,972			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 263,626,453			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/27/2025 1:34:34 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	5.3557 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 1,411,904	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 257,806	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 1,154,098	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 56,676,210	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 229,401,762	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	5.0309 per $1000	(16)
17.	Current year proposed operating millage rate	7.0000 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 2,026,943	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 1,154,098	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	5.0309 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 1,456,764	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 2,026,943	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	7.0000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	39.14 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/10/2025	5:30 PM EST	20750 RIVER DR DUNNELLON 34431

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Marion
Principal Authority : City of Dunnellon	Taxing Authority : City of Dunnellon - Operating
Community Redevelopment Area : City of Dunnellon CRA	Base Year : 1999

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 25,844,278	(1)
2.	Base year taxable value in the tax increment area	$ 9,835,077	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 16,009,201	(3)
4.	Prior year Final taxable value in the tax increment area	$ 23,961,929	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 14,126,852	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/27/2025 1:34:34 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 15,208,741	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 73,760	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Marion
Principal Authority : City of Dunnellon	Taxing Authority : City of Dunnellon - Operating
Community Redevelopment Area : City of Dunnellon CRA (Addition; 2000)	Base Year : 2000

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 28,138,521	(1)
2.	Base year taxable value in the tax increment area	$ 6,235,461	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 21,903,060	(3)
4.	Prior year Final taxable value in the tax increment area	$ 25,459,626	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 19,224,165	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/27/2025 1:34:34 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 20,807,907	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 97,811	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Marion
Principal Authority : City of Dunnellon	Taxing Authority : City of Dunnellon - Operating
Community Redevelopment Area : City of Dunellon CRA (Addition; 2011)	Base Year : 2011

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 43,244,688	(1)
2.	Base year taxable value in the tax increment area	$ 21,497,781	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 21,746,907	(3)
4.	Prior year Final taxable value in the tax increment area	$ 38,446,816	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 16,949,035	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/27/2025 1:34:34 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	%	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$ 86,235	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	5.3557 per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$ 90,774	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	95.00 %	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$ 20,659,562	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.