

Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
City Council Meeting
May 13, 2026, 5:00 PM

Dunnellon City Council meeting will be held on May 13, 2026, 5:00 pm.

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

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

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

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence

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

Roll Call

Proof of Publication - The agenda was published on the City's Website and City Hall bulletin board on Wednesday, May 6, 2026. The agenda was amended on Monday, May 11th to add the Proposed Transmittal of the 2025-2045 Comprehensive Plan and Future Land Use Map and on May 12th to add item #2i.

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

Reappoint Lisa Sheffield as a full member of the Planning Commission for a 3-year term from May 10, 2026 to May 10, 2029

Documents:

[Agenda Summary Form for Planning Commission Reappointment.pdf](#)

Approval of Proclamation #PRO2026-03, Matthew Daniel Snodgrass "Tater Tot" Day

Documents:

[Proclamation PRO2026-03 Matthew Snodgrass Day.pdf](#)

1. Presentations

1.a Proclamation #PRO2026-03, Matthew Daniel Snodgrass "Tater Tot" Day

1.b City Website - 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.

2. Public Hearing

2.a Reconvene April 15, 2026 Public Hearing Ordinance #ORD2026-01, Special Events (Published on the City's Website on 3/30/2026 and in the Riverland News on 4/03/2026)

2.b Final Reading Ordinance #ORD2026-01, Special Events

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2026-01 be read by title only.

Proposed Motion: I move Ordinance #ORD2026-01 be approved.

Documents:

[Agenda Summary for Ordinance ORD2026-01 Special Events.pdf](#)

[Ordinance ORD2026-01 Special Events_FINAL DRAFT_20260506.pdf](#)

[Ordinance ORD2026-01 Business Impact Statement.pdf](#)

2.c Public Hearing Ordinance #ORD2026-04, Proposed Charter Amendment Police Chief (Published on the City's Website on 4/28/2026 and in the Riverland News on 5/01/2026)

2.d Final Reading Ordinance #ORD2026-04, Proposed Charter Amendment Police Chief
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2026-04 be read by title only.

Proposed Motion: I move Ordinance #ORD2026-04 be approved.

Documents:

[Ordinance ORD2026-04 Charter Amendment Police Chief.pdf](#)

[Ordinance ORD2026-04 Business Impact Estimate.pdf](#)

2.e Public Hearing Ordinance #ORD2026-05, Adopting Water Supply Facilities Work Plan (Published on the City's Website on 4/27/2026 and in the Ocala Star Banner and Citrus County Chronicle on 5/01/2026)

2.f Final Reading Ordinance #ORD2026-05, Adopting Water Supply Facilities Work Plan (Published on the City's Website on 4/27/2026 and in the Ocala Star Banner and Citrus County Chronicle on 5/01/2026)

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2026-05 be read by title only.

Proposed Motion: I move Ordinance #ORD2026-05 be approved.

Documents:

[Ordinance ORD2026-05 Water Supply Facilities Work Plan.pdf](#)

[Ordinance ORD2026-05 Business Impact Estimate.pdf](#)

2.g Public Hearing Ordinance #ORD2026-06, Comprehensive Plan and Future Land Use Map (Published on the City's Website on 4/23/2026 and in the Riverland News on 5/01/2026)

2.h First Reading Ordinance #ORD2026-06, Comprehensive Plan and Future Land Use Map

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2026-06 be read by title only.

Proposed Motion: I move Ordinance #ORD2026-06 be approved.

Documents:

[Ordinance ORD2026-06 Adopting 2025-2045 Comprehensive Plan and Future Land Use Map.pdf](#)

[Ordinance ORD2026-06 Business Impact Estimate.pdf](#)

[Proposed Transmittal of Comprehensive Plan and Future Land Use Map.pdf](#)

2.i Data and Analysis Report

Staff Proposes to remove the following:

An additional annexed parcel was designated in the Specialized Commerce land use category. The Specialized Commerce category was a Marion County designation (it

no longer exists). The 2016 Data and Analysis Report recommended that this parcel's land use designation should be changed to a City land use category as soon as possible. This 2025-2045 update to the Comprehensive Plan is recommending that the most similar City land use category that could be placed on the property would be Commercial, and that has been proposed for the parcel.

Proposed Motion: Based on a change made to the Future Land Use Map being transmitted as part of the Comprehensive Plan update and a recommendation from the Planning Commission, I move that staff amend the 2025 Supplemental Data and Analysis Report to remove references to the annexed parcel being changed from the Marion County Specialized Commerce land use category to the Commercial future land use category and transmit the revised version.

Regular Agenda

3. Resolutions

3.a Resolution #RES2026-09, Local Mitigation Strategy

Accept Public Comment

Proposed Motion: I move Resolution #RES2026-09 be read by title only.

Proposed Motion: I move Resolution #RES2026-09 be approved.

Documents:

[Resolution RES2026-09 Marion County Local Mitigation Strategy.pdf](#)

3.b Resolution #RES2026-11 Surplus Police Department Vehicles and Equipment

Accept Public Comment

Proposed Motion: I move Resolution #RES2026-11 be read by title only.

Proposed Motion: I move Resolution #RES2026-11 be approved.

Documents:

[Resolution RES2026-11 Police Department Surplus.pdf](#)

4. Agreements

4.a Agreement #AGR2026-09, Woodard and Curran Consulting

Accept Public Comment

Proposed Motion: I move the Mayor be authorized to sign Agreement #AGR2026-09 with Woodard and Curran Consulting

Documents:

[Agenda Summary Form for Agreement AGR2026-09 Woodard and Curran.pdf](#)

[Agreement AGR2026-09 Woodard and Curran.pdf](#)

4.b Lease Agreement #LEA2021-01 Renewal of Sublease with the Florida Department of Environmental Protection, Division of Recreation and Parks (FDEP Sublease Number 4013-133)

Accept Public Comment

Proposed Motion: Authorize the Mayor to sign the 5-year renewal of Sublease Agreement #LEA2021-01 with the Florida Department of Environmental Protection, Division of Recreation and Parks (FDEP Sublease Number 4013-133)

Documents:

[Agenda Summary for Lease Agreement LEA2021-01 Division of State Lands Sublease Agreement 4013-133.pdf](#)

4.c Fifth Amendment to Agreement #AGR2020-27, M.T. Causley, LLC Professional Services

Accept Public Comment

Proposed Motion: Authorize the Mayor to execute the Fifth Amendment to Agreement #AGR2020-27, M.T. Causley, LLC Professional Services.

Documents:

[Fifth Amendment to Agreement AGR2020-27 with MT Causley LLC.pdf](#)

5. Council Agenda Items

5.a Vice-Mayor Inskeep

- Robert's Rules of Order
- City Council and Staff Discussion

5.b Councilwoman Hanchar - America250 Celebration

5.c Councilman Lehmann - Vice-Mayor Inskeep Censureship

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
Agenda Summary Form

Meeting Date: May 13, 2026

1. Responsible Department: Community Development
2. Presenter: Wil Ary
3. Recommended Action: Consider reappointment of Lisa Sheffield to the Planning Commission as a full member.

Subject: Planning Commission Reappointment

Request for Approval Summary Explanation & Background:

Staff requests the City Council consider reappointment of Lisa Sheffield to the Planning Commission. Mrs. Sheffield expired term was from May 10, 2023, to May 10, 2026.

Mrs. Sheffield has served the community well sitting on the Planning Commission during the redraft of the City Comprehensive Plan.

Attorney Review: NA



CITY OF DUNNELLON
MARION COUNTY, FLORIDA
PROCLAMATION #PRO2026-03

IN HONOR OF
MATTHEW DANIEL SNODGRASS
"TATER TOT"

MAY 10, 2018 – APRIL 30, 2021

WHEREAS, Matthew Daniel Snodgrass, affectionately known to all as "Tater Tot," was born on May 10, 2018, in Dunnellon, Florida, and represented the sixth generation of his family's deep and enduring roots in this beloved community; and

WHEREAS, Matthew's great-great-grandfather, John Barksdale, served as one of Dunnellon's original judges and founders in the early 1900s — a legacy of service and dedication to this community that Matthew carried forward in spirit with every smile, every laugh, and every moment he lived; and

WHEREAS, though Matthew spent much of his young life in hospitals and doctors' offices bravely battling Leukemia, his home — his heart — was always Dunnellon, where he loved fishing, racing, riding horses, riding ATVs, playing with toy trucks, and simply being a boy full of life and joy; and

WHEREAS, even on his darkest days, Tater Tot never lost his radiant smile or his joyful spirit, lighting up every room he entered and inspiring countless people — not only throughout Dunnellon and the surrounding communities, but far beyond; and

WHEREAS, Matthew dreamed of competing in the Tiny Division of the Rainbow River Pageants; and although illness prevented him from taking the stage, his father came that day and shared Tater Tot's story with the audience, once again moving the entire community with Matthew's remarkable courage and grace; and

WHEREAS, on April 30, 2021, Matthew Daniel Snodgrass lost his courageous battle to Leukemia, leaving an immeasurable void in the hearts of all who knew and loved him, but also leaving behind a legacy of love, bravery, and light that continues to inspire this community every day; and

WHEREAS, in honor of Matthew's enduring legacy, the Rainbow River Pageants established the annual "Tater Tot Award," presented each year to an individual who has inspired the Dunnellon community — keeping Matthew's spirit alive and ensuring that his story continues to touch new hearts; and

WHEREAS, the Mayor and City Council of Dunnellon recognize that May 10th — Matthew's birthday — serves as a fitting and meaningful occasion to celebrate his life, to honor his legacy, and to draw lasting attention to the Tater Tot Award and the community spirit it embodies.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Dunnellon, Florida, that,

May 10th

of each year is hereby designated

MATTHEW DANIEL SNODGRASS DAY
"TATER TOT DAY"

in the City of Dunnellon, Florida — a day to celebrate the life of a child who embodied joy, courage, and the unbreakable spirit of this community; to honor the legacy of his family's six generations of service to Dunnellon; and to lift up all those whose lives he touched and continues to inspire.

IN WITNESS WHEREOF,

I have hereunto set my hand and caused the Seal of the City of Dunnellon, Florida to be affixed this 13th day of May, in the year Two Thousand and Twenty-Six.

Walter L. Green, Mayor
City of Dunnellon, Florida

Attest:

Amanda L. Odom, CMC, City Clerk
City of Dunnellon, Florida

City of Dunnellon
Agenda Summary Form

Meeting Date: May 4, 2026

1. Responsible Department: Community Development
2. Presenter: Wil Ary, Community Development Manager
3. Recommended Action: Proceed with Public Hearing and Final Reading of Ordinance #ORD2026-01 Special Events, as amended

Subject: Ordinance #ORD2026-01 Special Events

Request for Approval Summary Explanation & Background:

Following the first reading of the proposed Special Event Ordinance, City Council requested a public roundtable to gather input from residents and typical event applicants. The roundtable held on April 22, 2026, revealed that while the City's intent to reduce liability exposure is understood, the community felt the draft ordinance, particularly the requirements for a traffic control plan and a calculated parking plan, made the permit process overly burdensome and unwelcoming for small-town event organizers.

Residents and applicants expressed that the new requirements felt less like safety measures and more like barriers. The concern was with complexity. The community is willing to be responsible. They simply want the requirements of the process to remain attainable.

Staff recommend that the City achieve its liability protection goals, not only through permitting requirements, but also through a mandatory Indemnification and Hold Harmless Agreement, required of all applicants regardless of event size, in lieu of placing more stringent requirements and restrictive uses of public facilities, which generated public opposition.

This approach:

- Directly addresses the City's core concern — shifting legal liability to the event organizer in a legally recognized and enforceable way
- Requires all applicants to carry general liability insurance and provide a certificate of insurance naming the City of Dunnellon as an additional insured prior to permit issuance
- Is simpler and more accessible for the residents and community organizations that regularly host events in Dunnellon
- Is widely used by municipalities across Florida and the nation as a standard condition of special event permitting

Staff agree that Section 11-1. Purpose, be amended to read as follows:

Recognizing that special events contribute to tourism, economic development, and community identity, these regulations establish standards to promote successful events while managing their impacts. The purpose is to protect public health, safety, and welfare; safeguard property; minimize municipal liability; and ensure event organizers assume responsibility for event-related costs and operations.

Because such events often involve large crowds, municipal oversight is required to ensure adequate provision of sanitation facilities, sewage disposal, law enforcement, fire rescue services, traffic and crowd control, parking, and related public safety measures. These regulations also provide clear permitting procedures and guidance for the use of public property, supporting efficient administration and a safe, well-managed community environment.

Staff agree that Section 11-3. Definitions, be amended to read as follows:

Special Event means an organized, temporary activity or series of temporary activities held outdoors on public property, open to the public by advertisement or invitation, with or without charge, involving twenty-six (26) or more persons. For purposes of this chapter, a Special Event shall be classified as a Small Event if anticipated attendance is between twenty-six (26) and fifty (50) persons, or a Large Event if anticipated attendance is more than fifty-one (51) persons, with each classification subject to its respective permit requirements as provided herein. Events with an anticipated attendance of twenty-five (25) or fewer persons are exempt from the permit requirements of this chapter, though organizers remain responsible for compliance with all other applicable City ordinances and state law. Any reference to "special event" in the Code other than in this chapter shall mean "special event" as defined herein.

Section 11-4. Special Event Criteria (4) Staff are recommending the following amendments:

~~(b.)(viii.) Alternative parking arrangements or overflow parking plan for events where attendance may exceed primary parking capacity.~~ (we feel this is no longer necessary considering staff will be utilizing peak accumulation methodology to evaluate adequacy of the parking plan; overflow for large events is addressed below)

(c.) Minimum parking requirements:

- i. Small events (~~30~~ 50 persons or fewer): Parking must be provided for all anticipated attendees at a ratio of one parking space per 3.0 ~~2.5~~ persons, unless the applicant demonstrates that a significant portion of attendees will arrive by alternative means (walking, cycling, carpooling, shuttle service).
- ii. Large events (51 ~~34~~ persons or more): Parking must be provided at a ratio of one parking space per 3.0 ~~2.5~~ persons, with a minimum 20% overflow capacity.
- iii. Events with alcohol service: Parking must be provided at a ratio of one parking space per 3.5 persons due to higher vehicle occupancy rates for such events.
- iv. ~~Multi-day events:~~ Parking calculations may be adjusted at the discretion of the city based on the length of the event and peak anticipated daily attendance.

(d.) Use of private property for parking:

- ii. The property owner authorization must be submitted on the city's Private Property Parking Authorization Form and must include the legal description or address of property; ~~property owner's notarized signature~~; specific dates and hours parking is authorized; maximum number of vehicles authorized; acknowledgment that property owner has adequate liability insurance; and contact information for property owner;

Note: This form has been created.

Section 11-5. Facility use and utilities.

(a) Event size classifications. For purposes of this chapter, special events shall be classified as follows:

(1) Small events: Special events with an anticipated attendance of 26 but less than 5130 persons ~~or fewer~~ at any given time.

(2) Large events: Special events with an anticipated attendance exceeding 50 30 persons at any given time.

(b) Electrical service requirements for large events. (No change as this is specific to large events)

Note: The electrical infrastructure at Ernie Mills Park lacks sufficient capacity to support high-demand, temporary electrical loads typical of large events.

(c) Restroom facilities for large events. (No change as this is specific to large events)

~~(d) Concession stand facilities.~~

~~(1) City owned concession stands and associated facilities shall be closed and unavailable for use during all special events, regardless of size.~~

Note: the number of available receptacles in the concession stand will be limited so that total connected load remains within the circuit's rated voltage and amperage capacity.

Section 11-7. Application procedures and requirements.

(e) Traffic control plans. [in its entirety] If the special event requires any street closures, lane closures, parking restrictions, detours, or other traffic control measures:

Staff recommend retaining the Temporary Traffic Control (TTC) plan requirement. City staff will continue to provide guidance and templates to assist applicants in meeting this requirement. This keeps legal responsibility appropriately on the applicant while positioning the City as a partner rather than a gatekeeper.

The combination of a mandatory Indemnification and Hold Harmless Agreement and a Certificate of Insurance naming the City as additional insured provides the City of Dunnellon with stronger, more direct legal protection while keeping the permit process accessible to the community and organizers that bring events to our City. This is a concerted effort to protect the taxpayers of the City while supporting the special event activities that take place in the community.

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**AN ORDINANCE OF THE CITY OF DUNNELLON,
FLORIDA, VACATING AND DELETING THE CONTENTS
OF CHAPTER 11, "SPECIAL EVENTS," ARTICLE I, "IN
GENERAL," ITS ENTIRETY; READOPTING CHAPTER 11,
"SPECIAL EVENTS," ARTICLE I, "IN GENERAL," AS
MODIFIED AND SET FORTH HEREIN TO REVISE
REGULATIONS GOVERNING SPECIAL EVENTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING FOR CODIFICATION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, this Ordinance is adopted pursuant to the authority granted in the City's Charter, Chapters 166, Florida Statutes, and other applicable law.

WHEREAS, the City of Dunnellon adopted Ordinance No. 2024-03 on March 4, 2024, establishing Chapter 11, "Special Events," to regulate special events held within the City; and

WHEREAS, the City has gained experience in administering special events and has identified areas requiring clarification and enhancement to better protect public health, safety, and welfare; and

WHEREAS, the City seeks to minimize municipal liability and financial exposure by ensuring that special event applicants bear full responsibility for event costs and impacts; and

WHEREAS, the City contracts with the Marion County Sheriff's Office for law enforcement services and desires to clarify the role of the Marion County Sheriff's Office in special event permit review and administration; and

WHEREAS, these amendments establish comprehensive requirements for parking plans, traffic control, facility use, utilities, and public safety services to ensure successful special events that protect city resources; and

WHEREAS, the City Council finds that these amendments are in the best interest of the citizens of Dunnellon and will promote the public health, safety, and general welfare.

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Mascotte City Code and Zoning Code, ~~striketrough~~ 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:**

SECTION 1. FINDINGS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. VACATION AND DELETION. Chapter 11, "Special Events," Article I, "In General," of the Code of Ordinances of the City of Dunnellon, Florida, is hereby vacated and deleted in its entirety. A copy of the deleted provisions is attached hereto as Exhibit "A," shown in ~~striketrough~~.

SECTION 3. READoption OF CHAPTER 11, SPECIAL EVENTS. Chapter 11, "Special Events," Article I, "In General," of the Code of Ordinances of the City of Dunnellon, Florida, is readopted as revised and set forth herein.

Section 11-1. Purpose.

Recognizing that special events contribute to tourism, economic development, and community identity, these regulations establish standards to promote successful events while managing their impacts. The purpose is to protect public health, safety, and welfare; safeguard property; minimize municipal liability; and ensure event organizers assume responsibility for event-related costs and operations. Because such events often involve large crowds, municipal oversight is required to ensure adequate provision of sanitation facilities, sewage disposal, law enforcement, fire rescue services, traffic and crowd control, parking, and related public safety measures. These regulations also provide clear permitting procedures and guidance for the use of public property, supporting efficient administration and a safe, well-managed community environment.

Sec. 11-2. Exemptions.

The provisions of this chapter shall not apply to:

(1) City events;

(2) Funeral processions and services;

(3) Events conducted entirely on private property that do not meet the definition of special event;

(4) Sports activities occurring at sports facilities located on city property. Nothing herein limits the City's authority to enter agreements for use of City property on terms favorable to the City.

Section 11-3. Definitions.

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

Applicant means any person or organization that seeks a permit from the city to conduct a special event governed by this chapter.

Community Development Manager means the city's community development manager or their designee responsible for coordinating the special event permit review process.

Marion County Sheriff's Office (MCSO) means the law enforcement agency providing law enforcement services to the city pursuant to contract.

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

Special Event means an organized, temporary activity or series of temporary activities held outdoors on public property, open to the public by advertisement or invitation, with or without charge, involving twenty-six (26) or more persons. For purposes of this chapter, a Special Event shall be classified as a Small Event if anticipated attendance is between twenty-six (26) and fifty (50) persons, or a Large Event if anticipated attendance is more than fifty-one (51) persons, with each classification subject to its respective permit requirements as provided herein. Events with an anticipated attendance of twenty-five (25) or fewer persons are exempt from the permit requirements of this chapter, though organizers remain responsible for compliance with all other applicable City ordinances and state law. Any reference to "special event" in the Code other than in this chapter shall mean "special event" as defined herein.

Special Events Team means representatives from the Marion County Sheriff's Office, public works, community development, and other relevant departments designated by the city clerk to administer the provisions of this chapter.

Section 11-4. Special event criteria.

(a) All special events must be planned and conducted in accordance with the following objectives:

(1) The special event provides a unique and organized civic, cultural, educational, entertainment, or recreational activity or experience.

(2) The size, attendance, and nature of the special event are suitable for the proposed location and duration.

(3) Both vehicle and pedestrian traffic associated with the special event must be managed to accommodate expected attendance.

(4) Parking plan and requirements.

a. All special event applicants must submit a parking plan that adequately accommodates all special event staff, participants, and spectators. The parking plan

101 must meet parking requirements according to this code and be approved prior to
102 permit issuance.

103 b. The parking plan must include:

104 i. Total anticipated attendance;

105 ii. Estimated vehicle count based on peak accumulation;

106 iii. Location and capacity of all designated parking areas, including on-
107 street parking, public lots, and private property;

108 iv. Site map showing parking areas, pedestrian routes, accessible parking
109 spaces, emergency vehicle access, and traffic flow patterns;

110 v. For any private property proposed for parking, written authorization from
111 the property owner on a form provided by the city, including verification of
112 adequate liability insurance covering the property owner;

113 vi. Accessible parking spaces complying with the Americans with
114 Disabilities Act (ADA) requirements;

115 vii. Signage plan directing attendees to parking areas;

116 c. Minimum parking requirements:

117 i. Small events (50 persons or fewer): Parking must be provided for all
118 anticipated attendees at a ratio of one parking space per 3.0 persons, unless
119 the applicant demonstrates that a significant portion of attendees will arrive
120 by alternative means (walking, cycling, carpooling, shuttle service).

121 ii. Large events (51 persons or more): Parking must be provided at a ratio
122 of one parking space per 3.0 persons, with a minimum 20% overflow
123 capacity.

124 iii. Events with alcohol service: Parking must be provided at a ratio of one
125 parking space per 3.5 persons due to higher vehicle occupancy rates for such
126 events.

127 iv. Parking calculations may be adjusted at the discretion of the city based
128 on the length of the event and peak anticipated daily attendance.

129 d. Use of private property for parking:

130 i. Private property may be used for event parking only with express written
131 permission from the property owner;

132 ii. The property owner authorization must be submitted on the city's Private
133 Property Parking Authorization Form and must include the legal description
134 or address of property; specific dates and hours parking is authorized;
135 maximum number of vehicles authorized; acknowledgment that property
136 owner has adequate liability insurance; and contact information for property
137 owner;

138 iii. The special event applicant must name the property owner as an
139 additional insured on the event liability insurance policy or provide
140 evidence that the property owner has been notified and has adequate
141 insurance coverage;

142 iv. The applicant is responsible for ensuring the private property is restored
143 to its original condition, including repair of any damage caused by parking
144 activities;

145 v. Property owner authorization may be revoked at any time up to 48 hours
146 before the event, in which case the applicant must immediately provide
147 alternative parking arrangements satisfactory to the city or the permit may
148 be revoked.

149 e. On-street parking restrictions:

150 i. The parking plan must identify any on-street parking areas to be utilized;

151 ii. The applicant is responsible for all costs associated with temporary
152 parking signage, barricades, or enforcement as required.

153 f. Prohibited parking areas:

154 i. Fire lanes, emergency access routes, and areas designated must remain
155 clear at all times;

156 ii. Parking shall not block sidewalks, pedestrian routes, or accessibility
157 paths;

158 iii. Parking shall not occur on private property without written authorization
159 as specified in subsection (d);

160 iv. Parking shall not impede access to residences or businesses.

161 g. Parking enforcement:

162 i. The applicant is responsible for managing parking and directing attendees
163 to designated areas;

164 ii. Vehicles parked in violation of posted restrictions or on unauthorized
165 private property may be towed at owner's expense;

166 iii. The applicant shall be liable for any damages, complaints, or
167 enforcement actions resulting from inadequate parking management.

168 (5) Adequate security, emergency medical services, and fire protection services, as
169 determined by the Marion County Sheriff's Office and fire department, must be provided
170 to protect the safety of special event staff, participants, spectators, and the public.

171 (6) All temporary structures are safe as determined by the fire department.

172 (7) Restroom facilities must be provided to accommodate expected special event
173 attendance.

174 (8) Trash must be managed and removed in a timely manner after the special event, and
175 the site must be returned to the same or better condition than before the special event.
176 Failure to properly clean the event site may result in cleanup fees and labor charges as
177 determined by the city.

178 (9) Noise must be managed to minimize the impact on neighboring residences and
179 businesses.

180 (10) Economic and other impacts to city residences and businesses must be adequately
181 considered so that the net aggregate impact of the special event on the area is positive.

182 (b) The applicant shall demonstrate the ability to successfully carry out the proposed special event,
183 including, if applicable, a past record of successful special event performances.

184 (c) The applicant shall ensure that the special event is conducted in compliance with all applicable
185 laws, ordinances, and city policies, regulations, and procedures.

186 (d) The applicant shall obtain any and all additional permits/approvals required to conduct the
187 special event or related activities as deemed necessary by the city and/or as otherwise required by
188 any entity with jurisdiction over the applicant's proposed activities or area where the special event
189 is proposed to take place.

190 **Section 11-5. Facility use and utilities.**

191 (a) Event size classifications. For purposes of this chapter, special events shall be classified as
192 follows:

193 (1) Small events: Special events with an anticipated attendance of 26 but less than 51
194 persons at any given time.

(2) Large events: Special events with an anticipated attendance exceeding 50 persons at any given time.

(b) Electrical service requirements for large events.

(1) All large events shall provide their own electrical power generation through portable generators, inverters, or similar self-contained power systems adequate to meet all electrical needs of the event, including but not limited to sound systems, lighting, food vendors, and other electrical equipment.

(i) Existing city electrical infrastructure at special event venues, including outlets at stages and facilities, shall not be available for use.

(ii) All electrical generation equipment must comply with applicable fire and safety codes and be subject to inspection and approval.

(c) Restroom facilities for large events.

(1) All large events shall provide adequate portable restroom facilities to accommodate expected attendance.

(i) Existing city restroom facilities shall not be available for use during large events.

(ii) The number and type of portable facilities shall be determined in accordance with Florida Department of Health Administrative Code Chapter 64E-6 and subject to approval by the community development manager based on anticipated attendance and event duration.

(d) Concession stand facilities.

(1) The use of city-owned concession stands shall be permitted for special events of any size, subject to the availability of the facility and a determination by the city that the facility is safe for public use. Any use of electrical service shall be strictly limited to ensure that the total connected load does not exceed the rated voltage and amperage capacity of the applicable circuit. Users shall comply with all applicable safety standards and regulations, and the city reserves the right to restrict or terminate use in the event of noncompliance or unsafe conditions.

(e) Facility condition and restoration. All applicants shall be responsible for the condition and restoration of city facilities and property as set forth in Section 11-4(a)(8). The city may assess cleanup fees and labor charges for any restoration work required after an event.

Sec. 11-6. Special event permits.

All special events held in the city shall require a special event permit.

Section 11-7. Application procedures and requirements.

(a) An applicant shall complete a special event permit application in the form prescribed by the city.

(b) If the special events team determines that an applicant otherwise meets the criteria for a special event permit, but additional information is needed, the applicant shall submit such additional information in the form requested by the city before a permit decision is made.

(c) Each special event permit application shall be filed at least 120 days in advance of the event date in order to provide adequate notice for organizing city services. Applications that are not submitted in a timely manner may be denied unless the applicant demonstrates to the city clerk that compliance within the deadline was impractical or impossible, or the clerk determines that the delayed application will not impair the city's ability to accomplish the purposes of this chapter.

(d) If a special event involves multiple governmental jurisdictions, the applicant is required to obtain all applicable written authorizations from other jurisdictions related to the special event.

(e) Traffic control plans. If the special event requires any street closures, lane closures, parking restrictions, detours, or other traffic control measures:

(1) The applicant shall retain a qualified private traffic control company to prepare a traffic control plan.

(2) The traffic control plan must comply with the current Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation standards.

(3) The applicant shall be responsible for all costs associated with the preparation, implementation, and removal of traffic control measures.

(f) Documentation deadlines. The following documentation must be submitted to the community development manager by the dates specified:

(1) Traffic control plan: At least 60 days prior to the event date.

(2) Insurance certificates: At least 30 days prior to the event date.

(3) Generator/electrical plan (for large events): At least 30 days prior to the event date for fire department approval.

(4) Portable restroom plan (for large events): At least 30 days prior to the event date.

(5) Final site plan and layout: At least 30 days prior to the event date.

(6) City resource plan (barricades and equipment): At least 30 days prior to the event date.

257 Failure to submit required documentation by the specified deadlines may result in permit denial or
258 revocation.

259 **Section 11-8. Application processing.**

260 (a) Determinations. The special events team shall make decisions on complete applications only.
261 All completed applications, including required approvals and supporting documentation, shall be
262 forwarded to the community development manager for coordination and attachment to the permit.
263 The special events team shall determine whether to impose permit conditions and whether the
264 applicant has demonstrated that the applicable requirements are satisfied. Required approvals
265 include, but are not limited to:

266 (1) Marion County Sheriff's Office approval of life safety plans and crowd control plans;

267 (2) Public works department approval of equipment needs, site preparation, and restoration
268 requirements;

269 (3) Fire department approval of temporary structures, electrical systems, and fire safety
270 measures;

271 (4) Community development department approval of land use, zoning compliance, and
272 permit conditions.

273 (b) Withdrawal. An applicant may withdraw the application prior to the issuance of an approval or
274 denial. The city may consider an application withdrawn if the applicant fails to provide requested
275 information or explanation of why the information cannot be provided within 15 calendar days of
276 the request. The applicant shall pay to the city all actual costs incurred by the city as a result of the
277 withdrawal.

278 (c) Cancellation. An applicant shall notify the community development department immediately
279 once the applicant knows that a permitted special event will not occur. The applicant shall pay to
280 the city all actual costs incurred by the city as a result of the cancellation.

281 (d) Misrepresentations. If the applicant makes an intentional misrepresentation on an application,
282 such as a significant understatement of the anticipated number of participants, the applicant shall
283 pay to the city all actual costs incurred by the city as a result of the misrepresentation. This
284 provision does not apply to crowd size when adversely impacted by weather or disaster.

285 **Section 11-9. Fees, charges, and expenses.**

286 (a) Fees. A nonrefundable application fee set forth in the fee schedule, which is adopted by the
287 city from time to time by resolution, shall accompany a permit application. Prior to issuance of the
288 special event permit, the applicant shall pay all other applicable non-refundable fees as determined
289 by the city, as set forth in the fee schedule, which is adopted by the city from time to time by
290 resolution.

(b) City support services. City support services shall be provided for special events as determined by the city to protect the health, safety, and welfare of the public. The costs of such services shall be set forth in the fee schedule adopted by resolution and paid to the city by the applicant no less than 30 days prior to the event.

(c) Police, fire, emergency medical services, traffic and crowd control.

(1) The applicant shall provide, at applicant's expense, all law enforcement, fire protection, emergency medical services, traffic control, and crowd management services required by the Marion County Sheriff's Office, fire department, and other applicable agencies having jurisdiction.

(2) The Marion County Sheriff's Office shall determine the level of law enforcement and crowd control services necessary based on the event size, nature, location, duration, and potential risks.

(3) The fire department shall determine the level of fire protection and emergency medical services necessary based on applicable fire codes, event characteristics, and life safety considerations.

(4) Traffic control requirements shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation standards.

(5) The applicant shall contract directly with and pay directly to the Marion County Sheriff's Office, fire department, or other service providers for all required services no less than 30 days prior to the event.

(6) Failure to provide required safety services as determined by the respective agencies shall be grounds for permit denial or revocation.

(7) The city makes no determination regarding the adequacy of safety services and assumes no liability for the sufficiency or insufficiency of safety staffing levels determined by other agencies.

(d) Additional costs. In addition to the costs set forth in this section, the applicant shall pay to the city any additional actual costs incurred by the city, as supported by invoice, including but not limited to site cleanup and restoration costs.

Sec. 11-10. Insurance.

The applicant of a special event being conducted on city property must provide certificates of insurance naming the city as an additional insured for all insurance coverage required by the city at the sole discretion of the city. All such required insurance shall be issued by an insurance company authorized to do business in the state.

Sec. 11-11. Indemnification.

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

Sec. 11-12. Decision on special event application.

(a) *Special conditions.* The city's special events team may approve an application subject to special permit conditions and may also determine the means necessary for complying with such conditions in order to ensure that the special event objectives set forth herein are met. If special conditions are imposed, the city shall notify the applicant in writing of the required conditions.

(b) *Denial.* If a special event application is denied, the city shall notify the applicant in writing of the action, including:

(1) The grounds for denial.

(2) An explanation of the applicant's right to appeal the action.

(3) An explanation of the right to resubmit the application, the total amount of fees to be assessed if the application is resubmitted and the calculation of such fees.

Section 11-13. Permit revocation.

(a) A permit may be revoked by the Marion County Sheriff's Office or their designee for any of the following reasons:

(1) Failure to conduct the special event as presented on the application.

(2) Failure to comply with terms and conditions of the permit.

(3) Failure to adequately pay the billed fees by the city in a timely manner.

(4) The special event poses a threat to public health, safety, or welfare.

(5) State of emergency declared by the city or another governmental entity.

(b) If a special event permit is revoked, the city shall notify the applicant in writing of the action, including:

(1) Grounds for revocation.

(2) Explanation of the right to appeal the permit revocation except in the event of a declared state of emergency.

356 **Sec. 11-14. Appeal of denial, special condition or revocation.**

357 (a) If a special event permit has been denied or revoked, or special conditions imposed, by the
358 city, an applicant may appeal the denial, revocation or special conditions to city council as
359 follows:

360 (1) The appeal must be filed with the community development department within ten
361 calendar days from the date of the initial decision.

362 (2) The appeal shall include the specific reasons for the appeal and any supporting
363 documentation.

364 (2) City council shall hear the appeal at the next regular city council meeting that is scheduled to
365 be held on a date that falls at least ten days after the city's receipt of the appeal.

366 (3) After considering the appeal, city council may uphold, reverse or modify a permitting-related
367 decision. The decision of city council is final.

368 **Section 11-15. Termination of special event.**

369 The Marion County Sheriff's Office or designee may terminate a special event whether permitted
370 or unpermitted and disperse participants and spectators as deemed necessary due to breach of peace
371 or any violation of law, including, but not limited to violations of this chapter.

372 **Sec. 11-16. Unauthorized acts.**

373 It shall be a violation of this chapter for any person to:

374 (1) Hold a special event that requires a permit under this chapter without obtaining the
375 approved permit.

376 (2) Fail to conduct the special event as presented on the application.

377 (3) Hold a special event that violates the terms and conditions of the special event permit.

378 (4) Hold a special event that violates the law, including, but not limited to, laws relating to
379 traffic regulations, disturbing the peace, public nuisance, unlawful assembly, and/or
380 trespass.

381 **Sec. 11-17. Administration and implementation.**

382 (a) The city clerk shall be responsible for administering and implementing this chapter and may
383 designate city employees as deemed necessary in order to facilitate administration of this
384 chapter.

385 (b) The city council may develop reasonable policies to implement this chapter.

386 **Sec. 11-18. Animals at public events.**

387 Animals shall be permitted at public events, at the discretion of the applicant. Animals
388 providing a service to a person with a disability as defined by the Americans with Disabilities Act
389 and Florida law (service animals) may not be excluded from any public event. The following shall
390 apply to all animals (including service animals) attending public events:

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

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

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Dunnellon, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

Upon motion duly made and carried, the foregoing ordinance was adopted on the first reading on the _____.

Upon motion duly made and carried, the foregoing ordinance was adopted on the second and final reading and public hearing on the _____.

Ordinance Posted on the City's website on _____, 2026. Public hearing advertised on the City's website on _____, 2026 and advertised in the Riverland News on _____, 2026.

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 _____ 2026.

Amanda L. Odom, CMC
City Clerk

Exhibit “A”

ARTICLE I. IN GENERAL

Sec. 11-1. Purpose.

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

Sec. 11-2. Exemptions.

The provisions of this chapter shall not apply to the following:

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

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

Sec. 11-3. Definitions.

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

Applicant means any person or organization that seeks a permit from the city to conduct a special event governed by this chapter.

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

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

Special events team means representatives from police, public works, and other relevant departments designated by the city clerk to administer the provisions of this chapter.

Sec. 11-4. Special event criteria.

- (a) — All special events must be planned and conducted in accordance with the following objectives:
 - (1) — The special event provides a unique and organized civic, cultural, educational, entertainment, or recreational activity or experience.
 - (2) — The size, attendance, and nature of the special event are suitable for the proposed location and duration.
 - (3) — Both vehicle and pedestrian traffic associated with the special event must be managed to accommodate expected attendance.
 - (4) — If deemed necessary by the city, a parking plan shall be provided to accommodate special event staff, participants, and spectators.

- (5) Adequate security, emergency medical services, and fire protection services, as determined by the chief of police and fire chief, must be provided to protect the safety of special event staff, participants, spectators, and the public.
- (6) All temporary structures are safe as determined by the fire department.
- (7) Restroom facilities must be provided to accommodate expected special event attendance.
- (8) Trash must be managed and removed in a timely manner after the special event, and the site must be returned to the same or better condition than before the special event.
- (9) Noise must be managed to minimize the impact on neighboring residences and businesses.
- (10) Economic and other impacts to city residences and businesses must be adequately considered so that the net aggregate impact of the special event on the area is positive.
- (b) The applicant shall demonstrate the ability to successfully carry out the proposed special event, including, if applicable, a past record of successful special event performances.
- (c) The applicant shall ensure that the special event is conducted in compliance with all applicable laws, ordinances, and city policies, regulations, and procedures.
- (d) The applicant shall obtain any and all additional permits/approvals required to conduct the special event or related activities as deemed necessary by the city and/or as otherwise required by any entity with jurisdiction over the applicant's proposed activities or area where the special event is proposed to take place.

~~Sec. 11-5. Special event permits.~~

All special events held in the city will require a special event permit.

~~Sec. 11-6. Application procedures and requirements.~~

- (a) An applicant shall complete a special event permit application in the form prescribed by the city.
- (b) If the special events team determines that an applicant otherwise meets the criteria for a special event permit, but additional information is needed, the applicant shall submit such additional information in the form requested by the city before a permit decision is made.
- (c) Each special event permit application shall be filed at least 120 days in advance of the event date in order to provide adequate notice for organizing city services. Applications that are not submitted in a timely manner may be denied unless the applicant demonstrates to the city clerk that compliance within the deadline was impractical or impossible, or the clerk determines that the delayed application will not impair the city's ability to accomplish the purposes of this chapter.
- (d) If a special event involves multiple governmental jurisdictions, the applicant is required to obtain all applicable written authorizations from other jurisdictions related to the special event.

~~Sec. 11-7. Application processing.~~

- (a) *Determinations.* The special events team shall make decisions on completed applications only. They shall determine whether to impose permit conditions and whether the applicant has demonstrated that the applicable requirements are satisfied.
- (b) *Withdrawal.* An applicant may withdraw the application prior to the issuance of an approval or denial. The city may consider an application withdrawn if the applicant fails to provide requested information or explanation of why the information cannot be provided within 15 calendar days of the request. The applicant shall pay to the city all actual costs incurred by the city as a result of the withdrawal.

- (c) ~~*Cancellation.*~~ An applicant shall notify the community development department immediately once the applicant knows that a permitted special event will not occur. The applicant shall pay to the city all actual costs incurred by the city as a result of the cancellation.
- (d) ~~*Misrepresentations.*~~ If the applicant makes an intentional misrepresentation on an application, such as a significant understatement of the anticipated number of participants, the applicant shall pay to the city all actual costs incurred by the city as a result of the misrepresentation. This provision does not apply to crowd size when adversely impacted by weather or disaster.

~~Sec. 11-8. Fees, charges, and expenses.~~

- (a) ~~*Fees.*~~ A nonrefundable application fee set forth in the fee schedule, which is adopted by the city from time to time by resolution, shall accompany a permit application. Prior to issuance of the special event permit, the applicant shall pay all other applicable non-refundable fees as determined by the city, as set forth in the fee schedule, which is adopted by the city from time to time by resolution.
- (b) ~~*City support services.*~~ City support services shall be provided for special events as determined by the city to protect the health and safety and welfare of the public. The costs of such services shall be set forth in the fee schedule adopted by resolution and paid to the city by the applicant no less than 30 days prior to the event.
- (c) ~~*Police, fire, emergency medical services, traffic and crowd control.*~~ Police, fire protection, emergency medical services, and traffic and crowd control, to the extent determined necessary by the city, shall be provided at applicant's expense. The cost of such services shall be set forth in the fee schedule adopted by resolution and paid to the city by the applicant no less than 30 days prior to the event.
- (d) ~~*Additional costs.*~~ In addition to the costs set forth in this section, the applicant shall pay to the city any additional actual costs incurred by the city, as supported by invoice.

~~Sec. 11-9. Insurance.~~

The applicant of a special event being conducted on city property must provide certificates of insurance naming the city as an additional insured for all insurance coverage required by the city at the sole discretion of the city. All such required insurance shall be issued by an insurance company authorized to do business in the state with a rating specified by the city.

~~Sec. 11-10. Indemnification.~~

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

~~Sec. 11-11. Decision on special event application.~~

- (a) ~~*Special conditions.*~~ The city's special events team may approve an application subject to special permit conditions and may also determine the means necessary for complying with such conditions in order to ensure that the special event objectives set forth herein are met. If special conditions are imposed, the city shall notify the applicant in writing of the required conditions.
- (b) ~~*Denial.*~~ If a special event application is denied, the city shall notify the applicant in writing of the action, including:
 - (1) ~~The grounds for denial.~~
 - (2) ~~An explanation of the applicant's right to appeal the action.~~

- (3) — An explanation of the right to resubmit the application, the total amount of fees to be assessed if the application is resubmitted and the calculation of such fees.

~~Sec. 11-12. Permit revocation.~~

- (a) — A permit may be revoked by the chief of police for any of the following reasons:
 - (1) — Failure to conduct the special event as presented on the application.
 - (2) — Failure to comply with terms and conditions of the permit.
 - (3) — Failure to adequately pay the billed fees by the city in a timely manner.
 - (4) — The special event poses a threat to public health, safety, or welfare.
 - (5) — State of emergency declared by the city or another governmental entity.
- (b) — If a special event permit is revoked, the city shall notify the applicant in writing of the action, including:
 - (1) — Grounds for revocation.
 - (2) — Explanation of the right to appeal the permit revocation except in the event of a declared state of emergency.

~~Sec. 11-13. Appeal of denial, special condition or revocation.~~

- (a) — If a special event permit has been denied or revoked, or special conditions imposed, by the city, an applicant may appeal the denial, revocation or special conditions to city council as follows:
 - (1) — The appeal must be filed with the community development department within ten calendar days from the date of the initial decision.
 - (2) — The appeal shall include the specific reasons for the appeal and any supporting documentation.
- (2) — City council shall hear the appeal at the next regular city council meeting that is scheduled to be held on a date that falls at least ten days after the city's receipt of the appeal.
- (3) — After considering the appeal, city council may uphold, reverse or modify a permitting related decision. The decision of city council is final.

~~Sec. 11-14. Termination of special event.~~

The chief of police or designee may terminate a special event whether permitted or unpermitted and disperse participants and spectators as deemed necessary due to breach of peace or any violation of law, including, but not limited to violations of this chapter.

~~Sec. 11-15. Unauthorized acts.~~

It shall be a violation of this chapter for any person to:

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

~~Sec. 11-16. Administration and implementation.~~

- ~~(a) The city clerk shall be responsible for administering and implementing this chapter and may designate city employees as deemed necessary in order to facilitate administration of this chapter.~~
- ~~(b) The city council may develop reasonable policies to implement this chapter.~~

~~Sec. 11-17. Animals at public events.~~

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

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



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 #ORD2026-01

AN ORDINANCE OF THE CITY OF DUNNELLOH, FLORIDA, AMENDING CHAPTER 11, "SPECIAL EVENTS," ARTICLE I, "IN GENERAL," TO REVISE REGULATIONS GOVERNING SPECIAL EVENTS; AMENDING SECTION 11-1 TO CLARIFY THE PURPOSE; AMENDING SECTION 11-3 TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 11-4 TO EXPAND SPECIAL EVENT CRITERIA INCLUDING DETAILED PARKING PLAN REQUIREMENTS; CREATING SECTION 11-4.5 TO ESTABLISH FACILITY USE AND UTILITIES REQUIREMENTS; AMENDING SECTION 11-6 TO ADD TRAFFIC CONTROL PLAN REQUIREMENTS AND DOCUMENTATION DEADLINES; AMENDING SECTION 11-7 TO SPECIFY REQUIRED APPROVALS; AMENDING SECTION 11-8 TO CLARIFY RESPONSIBILITIES FOR PUBLIC SAFETY SERVICES; AMENDING SECTION 11-12 TO UPDATE PERMIT REVOCATION AUTHORITY; AMENDING SECTION 11-14 TO UPDATE AUTHORITY TO TERMINATE SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; 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 law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

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;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of 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 City's special events regulations to establish comprehensive requirements that protect public health, safety, and welfare while minimizing municipal liability and financial exposure. The amendments clarify applicant responsibilities for event costs and impacts, establish detailed parking plan requirements, create facility use and utility standards for large events, specify traffic control plan requirements, and clarify the roles of the Marion County Sheriff's Office and other agencies in special event administration. These amendments are necessary to protect city property and resources, ensure adequate public safety services, and promote successful special events that benefit the community while reducing risks to the City and its residents.

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;

For private, for-profit businesses in the City that are not involved in organizing or hosting special events, no direct compliance costs are anticipated. For businesses or organizations that organize special events on city property, the ordinance clarifies and formalizes existing requirements rather than creating entirely new obligations. Anticipated compliance costs for special event organizers include:

Preparation of parking plans and traffic control plans (if applicable), which may require engaging professional consultants.

Rental of portable generators, restroom facilities, and other equipment for large events (exceeding 30 attendees);

Direct payment to the Marion County Sheriff's Office and fire department for required public safety services.

Potential costs for private property parking authorizations and associated liability insurance requirements.

Increased documentation and earlier submission deadlines (60 days for traffic control plans, 30 days for various other items).

Many of these requirements existed under the previous ordinance but are now more explicitly defined. The primary new costs relate to prohibiting use of city electrical infrastructure and restroom facilities for large events, requiring event organizers to provide their own resources.

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

The ordinance does not create new permit application fees or city charges. However, it clarifies that applicants must directly contract with and pay the Marion County Sheriff's Office, fire department, and other service providers for required public safety services. The ordinance also authorizes the City to assess cleanup fees and labor charges if event sites are not properly restored. Specific fee amounts will continue to be established by resolution in the City's fee schedule.

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

The ordinance is expected to reduce the City's direct regulatory costs by shifting responsibility for public safety services, utilities, facilities, and site restoration to event applicants. The City will continue to incur administrative costs for permit review and coordination, which are recovered through existing application fees. By requiring applicants to provide their own generators, portable restrooms, and other resources, the City avoids wear and tear on city infrastructure and reduces maintenance and utility costs. The ordinance also authorizes cost recovery for any city expenses through invoicing, ensuring that special events do not create unfunded burdens on city resources.

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

The ordinance directly impacts organizations and businesses that organize special events on city property. Based on recent experience, the City anticipates approximately 3-10 special events per year that would be subject to these requirements. The amendments may indirectly benefit local businesses that provide event-related services such as portable restroom rentals, generator rentals, traffic control services, security services, and parking management. Local

businesses and residents near event venues may benefit from improved parking management, traffic control, and noise mitigation requirements. Overall, the number of directly impacted businesses is minimal, as most special events in Dunnellon are organized by nonprofit organizations, community groups, or the City itself (which is exempt from the ordinance).

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

This ordinance reflects input from the Marion County Sheriff's Office and the Marion County Fire Department (which provides fire services to Dunnellon) to address practical challenges encountered in administering special events under the current ordinance. Key policy objectives include:

- Protecting city property and infrastructure by prohibiting use of city electrical and restroom facilities for large events;

- Reducing city liability exposure by clarifying that applicants are fully responsible for event costs, impacts, and safety services;

- Ensuring adequate parking through detailed parking plan requirements that address both public and private property;

- Establishing clear authority for the Marion County Sheriff's Office to determine necessary law enforcement and crowd control services;

- Creating enforceable deadlines for submission of required documentation to allow proper planning and coordination;

- Clarifying that the City makes no determination regarding the adequacy of safety services and assumes no liability for staffing levels determined by other agencies.

The ordinance maintains the existing 120-day advance application requirement and preserves the City Council's authority to hear appeals. City-sponsored events and events on private property remain exempt. The amendments are intended to promote successful special events that benefit the community while ensuring that event organizers bear appropriate responsibility for the costs and impacts of their activities.

ORDINANCE #ORD2026-04

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON PROPOSED AMENDMENTS TO SECTIONS 5, 22, 23, AND 24 OF THE CITY CHARTER ELIMINATING THE REQUIREMENT TO APPOINT A CHIEF OF POLICE OVER A POLICE FORCE; PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE.

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality.

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

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

SECTION 2. Proposed Amendment to Charter. The City Council of the City of Dunnellon, pursuant to Section 166.031, Florida Statutes, hereby proposes an amendment to the Charter of the City of Dunnellon, which if approved the electors of the City, would amend Sections 5, 22, 23 and 24 of the Charter as set forth herein.

SECTION 3. Submission to Electors. The proposed amendment to the Charter of the City of Dunnellon, as contained in this Ordinance, shall be submitted to a vote of the electors of the City of Dunnellon at the next municipal election to be held on Tuesday, November 3, 2026. The Supervisor of Elections of Marion County is hereby requested to coordinate all matters of said referendum election with the City Clerk.

SECTION 4. Duties of City Clerk. The City Clerk is hereby directed to ensure that all advertising and notice requirements are complied with pursuant to the City's Charter and to coordinate all activities necessary to conduct the referendum election called in Section 3 of this Ordinance with the Supervisor of Elections for Marion County.

SECTION 5. The proposed amendment, the ballot title and the wording of the substance of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as follows:

CITY CHARTER AMENDMENT QUESTION #1: REMOVING REQUIREMENT FOR CITY COUNCIL TO APPOINT A CHIEF OF POLICE OVER A POLICE FORCE.

A. Introduction.

This Charter amendment expressly provides that City Council, by majority vote, shall provide for law enforcement services as it determines is in the best interest of the City, thereby removing the requirement that City Council appoint a Chief of Police as well as all references to powers and duties of members of the police force. Accordingly, provision of law enforcement services may or may not include maintenance of a city police force.

B. Ballot Proposal: The ballot title and question for Question #1 are as follows:

REMOVING THE REQUIREMENT THAT CITY
COUNCIL APPOINT A CHIEF OF POLICE OVER
A POLICE FORCE

Amending the charter by removing the requirement that the City Council appoint a Chief of Police and removing all references to powers and duties of the Chief and members of the police force. This amendment expressly requires that the City Council, by majority vote, provide for law enforcement as it determines to be in the best interests of the City.

_____ Yes

_____ No

C. Text Revisions: Sections 5, 22, 23, and 24 of the Charter of the City of Dunnellon to be amended as set forth below. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Section 5. [Additional powers.]

The city council shall have power to levy and collect taxes on all property taxable by law for state purposes; to levy and collect occupational license taxes on all privileges, businesses, trades, occupations, and professions which are operated, conducted, or engaged within the limits of said city, and the amount of such license tax shall be fixed by ordinance, which amounts of said taxes shall not be dependent upon a general state revenue law. To levy special assessments for public improvements, street paving, building, and sidewalks and improving public property and shall have the power and authority to levy and assess against property benefited thereby special assessments; to appropriate money and to provide for the payment of all debts and expenses of the city; to make regulations to prevent the introduction of the contagious diseases in the city; to establish hospitals, jails, houses of detention and correction, and to make regulations for the government thereof; to make regulations to secure the general health of the inhabitants and to prevent and remove nuisances; to provide for the cleaning and keeping in good sanitary condition all premises within the limits of the city; to provide the city with water by waterworks within or beyond the boundaries, by contract or otherwise; to provide for the extinguishment of fires and to

organize and establish fire departments; to establish fire limits and to regulate the construction of buildings therein, and to prevent the construction of any building with inflammable material within such limits. To require the use of brick, stone, or concrete in the erection of all buildings in such limits.

To condemn and order removed, or remove, any building that may endanger the property of others when the owners of such building refuse to make the same safe; to provide for lighting of the city by contract or otherwise; to make appropriations; to open, alter, abolish, widen, extend, establish, pave, improve and keep in repair streets, alleys, and sidewalks; to sell, convey or lease the mining rights in any street or alley abolished or discontinued; to erect, establish, regulate, and keep in repair privies, culverts, sewers, and gutters; to grant rights and privileges to and upon streets, alleys, ways, and avenues of the said city for public utilities; to make appropriations for lighting streets and public buildings, and for erection of all buildings necessary for the use of the city; to license hackney carriages, carts, omnibuses, automobiles, wagons, and drays and to fix the rate to be charged for the carriage of persons and property within the city; to regulate the speed of trains, automobiles, motorcycles, and bicycles within the limits of the city; to prohibit and suppress all gambling houses, bawdy and disorderly houses and obscene pictures and literature; to regulate dance halls, poolrooms, and all places of public amusements, and all saloons; to regulate, restrain or prevent the carrying on of manufactories dangerous in causing or producing fires and to regulate the license for the sale of firearms and to suppress the carrying of concealed weapons; to prohibit and regulate the storage of combustible, explosive, or inflammable goods or materials or products of any kind; to provide for and to regulate the inspection of beef, pork, flour, meal, and other provisions, oils, whiskey, and other spirits; to regulate inspection of milk, butter, lard, and other provisions; to regulate the vending of meat, poultry, fish, fruits, and vegetables, to establish and regulate markets, and to require all fresh meats, fish, poultry, and vegetables to be sold therein; to regulate, tax, license, or suppress the keeping and going at large of all animals, including dogs, within the city limits, to impound the same, and in default of redemption in pursuance of the ordinance, to sell, kill, or otherwise dispose of the same; to establish pound limits within the city; to regulate weights and measures; to provide for enclosing, improving, and regulating public buildings and grounds belonging to the city in or out of the corporate limits; to purchase, lease, receive and hold property, real and personal, for the use and benefit of the city, and to sell, lease, mortgage or otherwise dispose of any and all of the corporate property, both real and personal for the benefit of the said city; to erect, repair, alter, and change public buildings and to make any and all other improvements necessary for the city; to borrow money and pledge the corporate property, as security therefor, for making such improvements as may be necessary for the city; to regulate the anchorage or mooring of vessels, lighters, rafts, boats, and all other water craft in front of the streets, and all such property as may be owned or controlled by the city; to pass all ordinances necessary for the health, morals, convenience, and safety of the citizens; to secure peace and good order in the city and to carry out the further intent and meaning of this act and to accomplish the objects of this incorporation; to provide for law enforcement services in such manner as it deems to be in the best interests of the city~~the appointment of a police force~~; to punish resisting arrest or restraining process and obstructing or opposing any ~~police officer~~ law enforcement officer of said city; to provide for the arrest of any persons violating any ordinance and for their punishment, upon conviction, by fines, forfeitures, penalties,

imprisonment with or without labor; but no penalty shall exceed five hundred dollars, and no term of imprisonment shall be for a longer time than three months for the same offense. The purchase of goods with an estimated value of over five thousand dollars (\$5,000.00) but less than thirty-five thousand dollars (\$35,000.00) shall not be awarded without obtaining a minimum of two bids or proposals. The purchase of goods with an estimated value of thirty-five thousand dollars (\$35,000.00) or greater shall be awarded after the city advertises to receive sealed bids or proposals. These thresholds shall not apply in cases where the health and welfare of the community will be jeopardized by such requirements. The city council shall be permitted to waive bidding requirements when, in the discretion of a majority of the council members, it is determined that it is in the best interest of the city to share a bid price with another entity.

No city parks, beaches or recreation areas shall be disposed of without a referendum approval by a majority vote.

Section 22. – Reserved. ~~Police Chief.~~

The City Council shall, by majority vote, provide for law enforcement services in such manner as it deems to be in the best interests of the City.

~~There shall be a chief of police appointed by a majority of the city council. Said officer shall hold his office until he may be removed at any time on a three-fifths vote of said city council. He shall give such bond as the city council may prescribe. It shall be the duty of the chief of police to perform such duties as may be proper to his office under the provisions of law, or required by ordinance. He shall have control of the police force, subject to the command of the city council or their designee, and shall have police power of arrest.~~

Section 23. – Reserved. ~~[Chief of police's duties.]~~

~~The chief of police and members of the police force shall have power and authority to immediately arrest, with or without warrant, and take into custody any person or persons who shall commit, threaten, or attempt to commit in his presence or within his view, any offense prohibited by the ordinances of the city.~~

Section 24. – Reserved. ~~[Chief of police's powers.]~~

~~The chief of police and members of the police force in addition to the powers incident to their office, and as herein designated, shall possess common law and statutory power and authority of constables except for the service of civil process.~~

SECTION 6. Effective Date of Amendment to Charter. If approved by a majority of the voting electors of the City of Dunnellon, the amendment set forth in Section 5 of this Ordinance shall become effective in accordance with the provisions of Section 166.031, Florida Statutes. If the electors reject an amendment(s), the rejected amendment(s) shall not take effect.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 8. Conflicting Ordinances. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

SECTION 9. Effective Dates. This Ordinance shall take effect immediately upon its final passage and adoption. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon the approval of a referendum election of the electors of the City of Dunnellon.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 15th day of April 2026.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 13th day of May 2026.

Ordinance Posted on the City's website on April 9, 2026. Public hearing advertised on City's website on April 28, 2026 and in the Riverland News on May 1, 2026.

ATTEST:

CITY OF DUNNELLON

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to Form:

Andrew Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 9th day of April 2026.

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 #ORD2026-04

AN ORDINANCE OF THE CITY OF DUNNELLO, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLO PROPOSED AMENDMENTS TO SECTIONS 5, 22, 23, AND 24 OF THE CITY CHARTER ELIMINATING THE REQUIREMENT TO APPOINT A CHIEF OF POLICE OVER A POLICE FORCE; PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE.

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

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

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

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

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

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

The proposed ordinance, if approved, would submit to the electors of the City of Dunnellon proposed amendments to the City Charter which would eliminate the requirement to appoint a Chief of Police over a Police Force. This ordinance serves the public health, safety, morals, and welfare by submitting a question to City electors as to how they wish the City to provide for law enforcement leadership within the City of Dunnellon.

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 are 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):

NA.

ORDINANCE #ORD2026-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE CITY'S 2025-2035 WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163.3177(6)(c)4., Florida Statutes requires that local governments prepare and adopt a water supply facilities work plan that covers at least a 10-year planning period; and

WHEREAS, the water supply facilities work plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the 10-year planning period; and

WHEREAS, an update to the Southwest Florida Regional Water Supply Plan was approved by the governing board of the Southwest Florida Water Management District, in December 2025, and Florida Statutes require local governments to prepare and adopt a water supply facilities work plan into their comprehensive plan within 18 months of approval of a Regional Water Supply Plan; and

WHEREAS, the City of Dunnellon (the "City") recognizes the need for integration between land use planning and water supply planning; and

WHEREAS, the City's residential and non-residential uses acquire their water supply directly from their provider, Florida Governmental Utility Authority (FGUA); and

WHEREAS, the City's Planning Commission, sitting in its capacity as the Local Planning Agency, reviewed the City of Dunnellon Water Supply Facilities Work Plan 2025-2035 and recommended approval at a public hearing on April 14, 2026, with due public notice; and

WHEREAS, the City Council of the City of Dunnellon held public hearings to consider this ordinance, 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 ordinance; and

WHEREAS, the City believes it is in the best interest of its residents to adopt the City of Dunnellon Water Supply Facilities Work Plan 2025-2035.

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 of the City of Dunnellon, Florida.

SECTION 2. The City Council has reviewed the Water Supply Facilities Work Plan 2025-2035 recommended for approval by the Planning Commission, as provided in Exhibit A, and hereby adopts the City of Dunnellon Water Supply Facilities Work Plan 2025-2035 and will incorporate it into its Comprehensive Plan by reference.

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 immediately upon adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading and public hearing on the 15th day of April 2026.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 13th day of May 2026.

Ordinance Posted on the City’s website on April 9, 2026.

First Public hearing advertised on the City’s website on March 26, 2026, and advertised in the Riverland News on April 3, 2026.

Second Public hearing advertised on the City’s website on April 27, 2026, and advertised in the Ocala Star Banner and Citrus County Chronicle on May 1, 2026.

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 9th day of April 2026.

Amanda L. Odom, CMC
City Clerk

Exhibit “A”

Exhibit A



City of Dunnellon Water Supply Facilities Work Plan 2025-2035

April 15, 2026

Dunnellon Water Supply Facilities Work Plan 2025-2035

Introduction

The Florida legislature enacted several bills to address the State’s water supply needs. Recent legislation links the regional water supply plans adopted by the various water management districts to the comprehensive planning requirements for local governments (Chapter 163.3177(6)(c)4., Florida Statutes). This statute requires local governments to prepare and adopt a water supply facilities work plan that covers at least a 10-year planning period. This work plan must be adopted within 18 months after the governing board of the relevant water management district (in Dunnellon’s case, the Southwest Florida Water Management District) approves an updated regional water supply plan. The local government work plan then must be updated, at a minimum, every five years within 18 months after the governing board of the relevant water management district approves an updated regional water supply plan.

The governing board of the Southwest Florida Water Management District (SWFWMD) adopted an updated regional water supply plan in December of 2025. The Dunnellon Water Supply Facilities Work Plan 2025-2035 is being adopted to comply with State requirements. This Plan will be incorporated in the Potable Water section of the City’s Public Facilities Element by reference, and the City will update its Comprehensive Plan, as needed, to reflect updates to the SWFWMD Regional Water Supply Plan.

Dunnellon and Marion County fall within the Northern Planning Region of the SWFWMD. Dunnellon is not located in a Water Use Caution Area as delineated in the SWFWMD Regional Water Supply Plan. According to the Executive Summary from the Plan: “Scenario modeling results using the Central Springs Model (CSM) version 1.1 show that groundwater from the upper Floridan aquifer (UFA) is available to meet demand through 2045 by utilizing conservation and reuse initiatives, with the exception of the area surrounding Gum Slough Spring Group.” Dunnellon does not fall within the Gum Slough Spring Group. There are no water supply projects under development in the Northern Planning Region of the SWFWMD that include the City of Dunnellon area. Therefore, there are no projects to be included in the Capital Improvements Element.

Background Information

The City of Dunnellon sold the City’s potable water and wastewater utility systems to the Florida Governmental Utility Authority (FGUA) in an acquisition that closed on October 26, 2018. As a result, the City no longer owns or operates the potable water system (including treatment, pumping, and distribution infrastructure) and has no fiscal responsibility for those facilities within city limits

or any other area. Therefore, there are no capital improvements projects related to water supply included within the City's Capital Improvements Element or 5-Year Schedule of Capital Improvements. However, the City's Comprehensive Plan does include water conservation policies that support and promote protection of water supply.

Population Projections

The City of Dunnellon provided FGUA with a population projection for the area within city limits based on the total of permanent and seasonal population projections for the year 2035 (a ten-year projection). The population projection methodology was the same as that which was used for the 2025-2045 update to the Comprehensive Plan and is included within the Data and Analysis Report for the update. The population projection information is replicated here for the purposes of the water supply facilities work plan.

Moderate-High Growth Population Projections

	2020	2024	2025	2030	2035	2040	2045
Marion County (BEBR)		419,510	417,100	446,400	471,100	491,700	510,200
Marion County (Census)	375,908						
Dunnellon Population	1,928	2,015					
Dunnellon Share & Projected Share	0.51%	0.48%	0.50%	0.587%	0.587%	0.587%	0.587%
Dunnellon Projected Population			2,085	2,620	2,765	2,886	2,995
Increase over previous time period		+87	+70	+535	+145	+121	+109

Sources: US Census & BEBR Medium Projections of Florida Population by County, 2025-2050 (January 2024)

Moderate-High Growth Population Projections with Seasonal Population Included

	2025	2030	2035	2040	2045
Dunnellon Moderate-High Projection	2,085	2,620	2,765	2,886	2,995
Seasonal Moderate-High Projection	335	421	445	464	482
TOTAL MODERATE-HIGH GROWTH POPULATION	2,420	3,041	3,210	3,350	3,477

Sources: US Census & BEBR Medium Projections of Florida Population by County, 2025-2050 (January 2024). Seasonal population was estimated and projected based on seasonal units and persons per household for permanent units from the 2020 US Census.

The total 2035 projection population of 3,210 persons was submitted to FGUA for their analysis

of future water supply availability.

Projected Water Demand

Utilizing the projected City of Dunnellon population of 3,210 persons, FGUA provided the below information about existing and projected water demand in an email from Sam Cain dated February 8, 2026 (see below). The 133.4 gpd/person will be adopted as the potable water level of service standard for the City of Dunnellon in the 2025-2045 update to the Comprehensive Plan.

From: Sam Cain <Sam.Cain@fgua.com>
Sent: Sunday, February 8, 2026 4:53 PM
To: Onelia Lazzari
Cc: Will Fontaine
Subject: RE: IMPORTANT: Information needed from FGUA
Attachments: Email to Will Fontaine.pdf; FGUA City of Dunnellon Utility Availability.pdf

Afternoon, Onelia!

Below and attached is the information requested for the FGUA's City of Dunnellon water and wastewater utility system:

- Potable Water:
 - AADF of WTP as of November 2025: 313,175 gpd
 - Per Capita daily flow: 133.4 gpd/person
 - Or 126.6 gpd/"person" after including approximately 91 irrigation ERCs.
- Wastewater:
 - AADF of WWTP as of November 2025: 447,000 gpd
 - In addition to treating the raw sewage generated within the City Limits, the City of Dunnellon WWTP also receives raw sewage from the Chatmire, Juliette Falls, Rainbow Springs, and Rio Vista communities.
 - Raw sewage generated within ONLY the City Limits is estimated to be approximately 194,000 gpd based on 1,556 ERCs.
 - Per Capita daily flow: 88.8 gpd/person
 - Based on a total of 3,588 ERCs
- Projected demands based on the 2035 population estimate provided in the attached email from 11/13:
 - Water: 428,294 gpd AADF (3,210 persons @ 133.4 gpd/p)
 - Wastewater: 534,085 gpd AADF (3,210 persons @ 88.8 gpd/p)
- Septic to Sewer
 - The FGUA implements septic to sewer projects within environmentally sensitive areas as funding allows. For instance, a septic to sewer project was recently implemented in the Chatmire community which is located just to the north of the City of Dunnellon City Limits.

If any questions arise, or if any other information is needed, please let me know.

Thanks!



Sam Cain, P.E.
Operations Manager,
Florida Governmental Utility Authority

As can be noted from the above calculations, the projected 2035 potable water demand will be 428,294 gallons (average daily flow) based on the 133.4 gpd/person estimate for current usage (November 2025).

FGUA has provided the letter below indicating that they can meet the projected potable water demand.



FGUA Operations Office

Anser Advisory, part of Accenture
9400 Southpark Center Loop, Suite
400, Orlando, FL 32819

(877) 552-3482 Toll Free
(407) 629-6900 Tel

February 8, 2026

Onelia Lazzari, AICP
Principal Planner
EDA Consultants
720 SW 2nd Avenue
S. Tower, Ste. 300
Gainesville, FL 32601

Subject: Utility Availability for the FGUA's City of Dunnellon Water System

Dear Onelia,

Below in support of the City of Dunnellon's Water Supply Work Plan is a summary of the current and future drinking water availability throughout the FGUA's City of Dunnellon water system.

The FGUA's City of Dunnellon water system possesses adequate capacity to serve the demands of the current drinking water connections located throughout the utility's service area. As drinking water demands increase throughout the future due to developer projects, the FGUA shall coordinate with the developer(s) as needed to ensure that the water system will possess adequate capacity to serve future demands.

If there is anything else I can do, please don't hesitate to contact me via e-mail at Sam.Cain@FGUA.com or via cell-phone at 407-488-8843.

Sincerely,

Sam Cain, P.E.
Operations Manager

Capital Improvements

Because the City of Dunnellon no longer owns or operates the potable water utility and has no fiscal or other responsibility for the potable water system, there are no capital improvements listed in the City's Capital Improvements Element or 5-Year Schedule of Capital Improvements. All funding for potable water system improvements will be provided by FGUA (or its successor).

Water Conservation

The City of Dunnellon recognizes the importance of water conservation to preserve the water supply for future needs. Both the City's Comprehensive Plan and land development regulations in the Code of Ordinances include water conservation policies and requirements.

Listed below are the 2025-2045 Comprehensive Plan policies that address water conservation:

Public Facilities Element Objective 5.2:

Implement water conservation programs and strategies, as needed.

Policy 5.2.1:

The City will require water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots, and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

Policy 5.2.2:

Use, as available and feasible, of the lowest quality water available for appropriate uses, through water storage systems (i.e., rain barrels) and gray (reclaimed) water supply facilities.

Policy 5.2.3:

The City shall require compliance with the Southwest Florida Water Management District regarding irrigation practices and other water restriction measures.

Policy 5.2.4:

Coordinate with the Southwest Florida Water Management District (SWFWMD) and FGUA to ensure the City, and its residents, comply with the requirements for water conservation during times of water shortage.

Policy 5.2.5:

Coordinate with SWFWMD and FGUA in development of organized procedures to be followed during emergency water supply interruptions.

Policy 5.2.6:

Participate, as needed, in water conservation and protection programs of the SWFWMD and FGUA.

Conservation Element Policy 7.2 B.

Landscaping design and maintenance practices shall be implemented that reduce impacts to land in the City.

B. Native, Florida friendly or naturalized species shall be used in all landscape areas in order to avoid or minimize the use of irrigation and fertilizers.

The City's Code of Ordinances and land development regulations include specific provisions related to water conservation in the following areas: Florida Friendly landscaping requirements; proper irrigation systems that include moisture sensors and rain shut-off switches; and low volume plumbing fixtures.

Listed below are the specific provisions and Code references:

- **Section 10.6 - Landscape plan.**

When the construction upon or the development of a new site is such that site plan review by the building official is required prior to the issuance of a building permit, the provisions of this article shall be applied to such site. Any such construction or development activity requiring a site plan or landscape plan which requires local approval shall be designed to be consistent with the water-efficient landscaping standards established in this article and submitted in compliance with the principles and practices of Florida Friendly Yards. All site development plans that include parking shall provide landscape plans prepared, signed and sealed by a state landscape architect.

- **Section 10.15 - Irrigation.**

(a) Water can be conserved through the use of a properly designed and managed irrigation system. Full coverage irrigation shall be provided on all pervious areas with the following exceptions:

(1) All native plant communities that have been preserved, provided they are drought tolerant if located along an abutting a street or entranceway.

(2) All other pervious areas where comprehensive xeriscaping principles are employed, except for those landscaped areas facing any street. Buffers and entranceways must be irrigated. The irrigation system must be on a timer. Quality and workmanship are to meet or exceed industry standards. Irrigation plans shall be submitted at the time of building.

(b) Moisture sensor and/or rain shut-off switch equipment shall be required on automatic irrigation systems to avoid irrigation during periods of sufficient rainfall. Such equipment shall consist of an automatic mechanical or electronic sensing device or switch which will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

- **Sec. 82-91. - Standard Plumbing Code adopted.**

New development in the city shall be constructed with low volume plumbing fixtures and shall be plumbed in strict compliance with the standards set forth in the Standard Plumbing Code...

Availability of Potable Water Supply

The City of Dunnellon maintains a concurrency management system in its land development regulations that requires developers to provide documentation from FGUA (the potable water service provider) that the proposed project is in the service area and that there is sufficient capacity to serve the development at the adopted level of service. The land development regulations further state in Appendix A, Article XVIII, Section 18.6 (b)(1)a.1.: *“If the project is contingent upon planned facility expansion, details regarding such planned improvements shall also be submitted. Prior to the issuance of a final development order by the city, the applicant may be required to provide evidence of a contract with the service provider, indicating the provider's commitment and ability to serve the proposed project.”*



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 #ORD2026-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE CITY'S 2025-2035 WATER SUPPLY FACILITIES WORK PLAN; 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 law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s.163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

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

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

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

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

This ordinance adopts the City of Dunnellon's Water Supply Facilities Work Plan as required by Chapter 163.3177(6)(c)4., Florida Statutes. This water supply work plan is a 10-year work plan that describes how the future water supply demands for the City of Dunnellon will be met. This plan promotes the public health, safety, and welfare by ensuring that potable water supplies will be available to serve the future needs of Dunnellon's citizens.

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;

The proposed ordinance is not expected to have direct economic impacts on private, for-profit businesses in the City of Dunnellon.

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

None

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

None

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

None

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

The City of Dunnellon provided the required legal notice for this ordinance.

ORDINANCE #ORD2026-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE 2016 CITY OF DUNNELLON COMPREHENSIVE PLAN TO ADOPT AN UPDATED CITY OF DUNNELLON 2025-2045 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES; 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, the City has prepared updates and amendments to the elements of the Comprehensive Plan and Future Land Use Map Series that reflect changes in state law and changed conditions within the city; and

WHEREAS, the City's Planning Commission, sitting in its capacity as the Local Planning Agency, reviewed the City of Dunnellon 2025-2045 Comprehensive Plan and Future Land Use Maps Series and recommended approval at a public hearing on May 12, 2026, with due public notice; and

WHEREAS, the City Council of the City of Dunnellon held public hearings to consider this ordinance, 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 ordinance; and

WHEREAS, the City Council finds it is in the best interest of its residents to adopt the updated City of Dunnellon 2025-2045 Comprehensive Plan and Future Land Use Map Series.

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

SECTION 1. The City of Dunnellon has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as the legislative findings and intent of the City of Dunnellon.

SECTION 2. The City Council has reviewed the updated City of Dunnellon 2025-2045

Comprehensive Plan and updated Future Land Use Map Series, along with a recommendation for approval by the Planning Commission. and hereby adopts the City of Dunnellon 2025-2045 Comprehensive Plan and Future Land Use Maps Series as provided in Exhibit A.

SECTION 3. 2025 SUPPLEMENTAL DATA AND ANALYSIS REPORT. The supporting data and analysis as shown in the 2025 Supplemental Data and Analysis Report (the “Report”) will be transmitted to the State Land Planning Agency and the relevant reviewing agencies with the 2025-2045 Comprehensive Plan and Future Land Use Map Series, but the Report is not adopted by this Ordinance.

SECTION 4. 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 5. 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 6. DIRECTIONS TO THE CITY CLERK OR DESIGNEE. Within ten (10) working days after the first public hearing on this Ordinance, the City Clerk or designee shall transmit a copy of this Ordinance, the 2025-2045 Comprehensive Plan, the Future Land Use Map Series, supporting 2025 Data and Analysis Report, and a copy of the adopted 2025-2035 Water Supply Plan to the State Land Planning Agency, the appropriate reviewing agencies, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the City Clerk using the prescribed method as stated in the Florida Department of Commerce, Community Planning, Development & Services Department’s website.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, the effective date of this amendment to the City of Dunnellon Comprehensive Plan, if the amendment is not timely challenged, will be 31 days after the State Land Planning Agency notifies the City that the amendment package is complete in accordance with Chapter 163.3183, Florida Statutes. If timely challenged, this Comprehensive Plan amendment will become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the amendment to be in compliance with Chapter 163, Florida Statutes. No development orders, development permits, or land uses dependent on this Comprehensive Plan amendment may be issued or commenced before this ordinance has become effective.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading and public hearing on the 13th day of May 2026.

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 ____, 2026.

Ordinance Posted on the City's website on May 6, 2026.

First Public hearing advertised on the City's website on April 23, 2026, and advertised in the Riverland News on May 1, 2026.

Second Public hearing advertised on the City's website on ____, 2026, and advertised in the Riverland News on ____, 2026.

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 6th day of May 2026.

Amanda L. Odom, CMC
City Clerk

Exhibit “A”

Exhibit A consists of the 2025-2045 Comprehensive Plan and updated Future Land Use Map Series.



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 #ORD2026-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE 2016 CITY OF DUNNELLON COMPREHENSIVE PLAN TO ADOPT AN UPDATED CITY OF DUNNELLON 2025-2045 COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES; 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 law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

- development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

This ordinance adopts the City of Dunnellon's updated 2025-2045 Comprehensive Plan and Future Land Use Map Series as required by Chapter 163.3177, Florida Statutes. The Comprehensive Plan includes the required elements described in Chapter 163.3177, Florida Statutes and has been updated to reflect new statutory requirements and changed conditions in the community since the previous adoption of the 2016 Comprehensive Plan. This plan promotes the public health, safety, and welfare by providing the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of Dunnellon.

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;

The proposed ordinance is not expected to have direct economic impacts on private, for-profit businesses in the City of Dunnellon.

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

None

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

None

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

None

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

The City of Dunnellon provided the required legal notice for this ordinance.

CITY OF DUNNELLO 2025-2045 COMPREHENSIVE PLAN



Goals, Objectives, and Policies



May 13, 2026

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Elements

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IMPLEMENTATION ELEMENT



Goals, Objectives, and Policies

IMPLEMENTATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL:

To make the Dunnellon Comprehensive Plan an effective policy document for guiding future growth.

Objective 1:

Provide guidance to make the Dunnellon Comprehensive Plan user-friendly and achieve consistency in its application and interpretation.

Policy 1 Policy 1.1:

~~Volume I~~ The Data and Analysis Report and any additional supplements to the Data and Analysis Report of the Dunnellon Comprehensive Plan includes data sets and supporting analysis, which provide the basis and support for ~~Volume II the Comprehensive Plan.~~ Volume I The Data and Analysis Report and any additional supplements to ~~Volume I the Data and Analysis Report is~~ are not an adopted component of the Dunnellon Comprehensive Plan. ~~Volume II The City of Dunnellon 2025-2045 Comprehensive Plan~~ is the adopted component of the Dunnellon Comprehensive Plan and includes the Goals, Objectives, and Policies set forth in each element and the Future Land Use Map series.

The City of Dunnellon sold the City's potable water and wastewater utility systems to the Florida Governmental Utility Authority (FGUA) in an acquisition that closed on October 26, 2018. The City has no fiscal or operational responsibilities for the potable water and wastewater utility systems. All references to FGUA in this Comprehensive Plan should be interpreted to mean FGUA or its successor.

Policy 2 Policy 1.2:

The Future Land Use Map series shall be applied in conjunction with the Goals, Objectives, and Policies and other text as set forth in the elements of ~~Volume II the 2025-2035 Comprehensive Plan~~ in determining allowable uses and other development standards. The Dunnellon Comprehensive Plan shall be interpreted as a whole, such that no single objective or policy shall be applied without consideration of other related objectives or policies, and the text and Future Land Use map series shall be interpreted to minimize conflicts and achieve internal consistency to the maximum extent practicable.

Policy 3 Policy 1.3:

The Dunnellon Comprehensive Plan was originally adopted pursuant to Ordinance No. 91-05 on October 14, 1991, in response to statutory requirements. The “original plan” was found not in compliance and was corrected by “remedial comprehensive plan amendments” adopted pursuant to Ordinance 92-07 on August 24, 1992. The Florida Department of Community Affairs published its compliance determination on October 8, 1992, which determined that the remedial plan amendments were in compliance. ~~The Department's compliance determination was not challenged and the original plan as amended became effective on October 29, 1992, which is the “effective date” of the Dunnellon Comprehensive Plan. All policies referring to the effective date shall mean October 29, 1992.~~ Ordinance 2016-03 adopted an updated Comprehensive Plan for Dunnellon

on June 15, 2016. Additional updates to the Comprehensive Plan or individual Elements may be adopted over time and, when found in compliance, will become the official Comprehensive Plan.

Policy 4 Policy 1.4:

~~Until such time as a glossary of terms is adopted as a component of this element,~~ Terms utilized in the Dunnellon Comprehensive Plan shall be ascribed their meaning as set forth in Florida Statutes to the extent applicable and as otherwise defined by professional planning texts and treatises. For terms not defined or described in professional planning texts and treatises, common definitions as set forth in the dictionary shall be utilized. The following list of acronyms is provided for reference:

ACRONYMS

BMP	Best Management Practices
CDBG	Community Development Block Grant
DEP or FDEP	Florida Department of Environmental Protection
DRI	Development of Regional Impact
ELM	Environmental Landscape Management
EPA	United States Environmental Protection Agency
F.A.C.	Florida Administrative Code
<u>FGUA</u>	<u>Florida Governmental Utility Authority</u>
FDOT	Florida Department of Transportation
FLUM	Future Land Use Map
FMHA	Florida Manufactured Housing Association
LOS	Level of Service
LPA	Local Planning Agency
OFW	Outstanding Florida Water
SWFWMD	Southwest Florida Water Management District
SWIM	Southwest Florida Water Management District Surface Water Management and Improvement Program
TPO	Ocala-Marion County Transportation Planning Organization
USACOE	United States Army Corps of Engineers
WHPA	Wellhead Protection Area

FUTURE LAND USE ELEMENT



Goals, Objectives, and Policies

FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

Through the provision of appropriate land uses, promote, protect, and improve the public health, safety, and welfare of Dunnellon's residents, while maximizing economic benefits and minimizing threats to natural and man-made resources.

Objective 1:

The Future Land Use Map (FLUM) depicts the land use categories that are permissible in the City. The following policies establish the uses, densities, and intensities that are depicted on the FLUM. Accessory dwelling units are allowed in residential future land use categories as specified in Housing Element Policy 1.1 B. Accessory dwelling units that are consistent with Housing Element Policy 1.1B. are exempt from residential density calculations. The City specifically intends that all development shall be consistent with the uses, densities, and intensities described below and shown on the FLUM.

Consistent with Chapter 163.3194(7)(a) F.S., by January 1, 2027, the City shall include factors for assessing the compatibility of allowable residential uses within its residential future land use categories. The compatibility standards may include architectural, aesthetic, design, setback, height, and bulk standards that will apply equally to all single-family dwellings and residential uses in the category.

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. Home occupations in conjunction with single-family dwellings shall be allowed under certain limitations specified in the land development regulations. Land development regulations shall specify criteria (which may include a requirement for a Special Exception) for the siting of low-intensity residential facilities to accommodate special need populations such as in assisted living facilities or community residential homes and appropriate institutional facilities such as, but not limited to, houses of worship, public and private schools (except college/university), and libraries.

Policy 1.2:

The medium-density residential land use category allows single-family and two-family dwelling units and customary residential accessory uses. In addition, when implemented by R-3 zoning, small-scale multifamily dwelling uses are allowed in this land use category. The maximum density is 5.0 dwelling units per gross acre. ~~The maximum impervious surface is fifty (50) percent.~~ Buildings shall not exceed forty (40) feet in height. Home occupations in conjunction with single-family dwellings shall be allowed under certain limitations specified in the land development regulations. Land development regulations shall specify criteria (which may include a requirement for a Special Exception) for the siting of low-intensity residential facilities to accommodate special need populations such as in assisted living facilities or community residential homes and

appropriate institutional facilities such as, but not limited to, houses of worship, public and private schools (except college/university), and libraries.

Policy 1.3:

The high-density residential land use category allows single-family, two-family, attached single-family (townhouses), multifamily dwelling units, mobile home parks, and customary residential accessory uses. Multifamily structures shall have at least two dwelling units per building. ~~The minimum density is 5.1 dwelling units per gross acre and the~~ maximum density is 12.0 units per gross acre. ~~The maximum impervious surface is fifty (50) percent.~~ Buildings shall not exceed forty (40) feet in height. Multifamily development shall be located to provide direct access to a collector road where available. Home occupations shall be allowed under certain limitations specified in the land development regulations. Land development regulations shall specify criteria (which may include a requirement for a Special Exception) for the siting of low-intensity residential facilities to accommodate special need populations such as in assisted living facilities or community residential homes and appropriate institutional facilities such as, but not limited to, houses of worship, public and private schools (except college/university), and libraries.

Policy 1.4:

The commercial land use category includes uses such as retail, entertainment, ~~eating establishments~~ restaurants, offices, medical facilities, personal services, trade services, wholesale and discount establishments, storage facilities, lodging establishments, multi-family residential, recreational vehicle parks, fueling facilities, rental establishments, ~~religious facilities~~ houses of worship, civic, social, and fraternal organizations, assisted living facilities, and facilities for repair and maintenance of vehicles. This land use category does not allow large-scale data centers. ~~The maximum impervious surface is 65 percent and the~~ maximum building height is forty (40) feet by right and six (6) stories by a Special Exception process as specified in the land development regulations. Land development regulations shall continue to specify criteria for the siting of light industrial uses such as warehousing and distribution facilities, research and development facilities, medical and dental laboratories, and light assembly and fabrication facilities. Land development regulations shall continue to specify supplemental review criteria for certain uses requiring additional conditions and/or design standards to ensure safety and compatibility with neighboring properties or uses. The following standards apply to uses and locations as specified:

- A. ~~Uses such as the sale, rental, repair, storage, or maintenance of vehicles (cars, boats, trucks, motorcycles) shall be permissible only when determined to be compatible with adjacent residential uses.~~
- B. ~~Uses that use, generate, store, or handle hazardous materials shall be permissible only when approved as a conditional use in order to ensure appropriate location, handling, storage, and disposal of the hazardous materials.~~
- C. ~~Uses which occupy a single building with 80,000 or more square feet of total floor area or which occupy two or more buildings on a single parcel with a total of 100,000 square feet of total floor area shall meet the following standards:~~
 - 1. ~~Screening of mechanical equipment, utility devices, and similar service components.~~
 - 2. ~~Integration of accessory uses and structures into the overall design of the building and site.~~

3. ~~Specific design techniques to minimize the impact of walls longer than fifty (50) feet in length.~~
4. ~~Sign standards that ensure integration of sign design with the design of the buildings.~~
5. ~~Provision of a perimeter buffer that is 150% of the otherwise required buffer.~~
6. ~~Provision for landscaped internal pedestrian circulation.~~
7. ~~Specific design requirements for parking lots to ensure protection of native vegetation and provision of canopy trees for shade.~~
8. ~~Approval shall be only by special exception.~~
- D. ~~Uses with drive-up or drive-through facilities shall meet the following requirements:~~
 1. ~~The drive through lanes shall not be adjacent to land used or designated for use for residential development.~~
 2. ~~Windows for ordering or providing services shall not be located adjacent to land used or designated for use for residential development.~~
- E. ~~Recreational vehicle parks shall be subject to special design standards to ensure compatibility and safe layout of the vehicle sites and park amenities.~~
- F. ~~All commercial uses shall meet the following compatibility requirements:~~
 1. ~~Buffers will be provided to ensure compatibility between commercial and residential uses.~~
 2. ~~Dumpsters will be located to avoid negative impacts to adjacent residential uses.~~
 3. ~~Outdoor lighting will be designed and located to avoid direct illumination of adjacent properties.~~
 4. ~~Parking lots will be designed and located to avoid negative impacts from vehicle lights and noise to adjacent residential properties.~~

Policy 1.5:

The traditional neighborhood land use category may include the following uses (as permitted by the implementing zoning district): residential, neighborhood scale commercial, neighborhood scale office, artisan uses, personal service, civic, cultural, and fraternal organizations, transient lodging, bed and breakfast establishments, ~~religious facilities~~ houses of worship, and financial services.

The following location and design standards apply in all implementing zoning districts:

- A. A single platted lot may be developed for a single use.
- B. A single platted lot may contain a nonresidential use and one (1) dwelling unit, provided that the zoning district allows residential use and the dwelling unit is located on a second floor or to the rear or side of the business use, either attached or detached from the principal building.
- C. A development proposed for two (2) or more lots may contain a single use or a mixture of uses. When mixed uses are proposed, no more than fifty (50) percent of the development acreage shall be devoted to residential uses. When residential uses are proposed, either single-family or multifamily is acceptable. Density shall not exceed eight (8) units per gross residential acre.
- D. Transient lodging and bed and breakfast uses shall be limited to an equivalent of eight (8)

- units per gross acre. Each guest bedroom shall be considered a unit.
- E. Uses which have a minimum of 100 feet of frontage on West Pennsylvania Avenue (east of Bostick Street to the Rainbow River) or Cedar Street (east of SW 210th Avenue to Park Avenue) may have up to twelve (12) dwelling units per gross acre, when permitted by the implementing zoning district.
 - F. The maximum impervious surface for all sites is sixty-five (65) percent.
 - G. Parcels with five (5) or more acres shall contain at least two (2) different uses. Single-use development is not permissible. Residential uses shall not exceed sixty-five (65) percent of the development site.
 - H. When an amendment to the Future Land Use Map is proposed to apply the traditional neighborhood land use category, a minimum of five (5) acres is required unless the proposed site is contiguous or adjacent to property with the traditional neighborhood land use category to form a natural extension.
 - I. Where neighborhood scale development is proposed, no individual building shall exceed a ~~total of~~ 3,000 square feet of ground floor area (building footprint).
 - J. The maximum building height ~~for building development~~ is forty (40) feet.
 - K. Parking lots within the traditional neighborhood land use ~~district~~ category shall be designed to ensure that no ~~tier~~ contiguous row of parking includes more than ten (10) ~~cars~~ parking spaces.
 - L. All uses, including accessory structures, mechanical and service equipment, and utility structures shall be integrated with the design of the principal building(s) on the site. Mechanical, service, and utility equipment shall be screened.
 - ~~M. Nonresidential land uses within the traditional neighborhood district shall be limited to uses with a trip generation of 100 trips per day per 1,000 square feet of building, per fuel station, or comparable unit of measure. The trip generation calculation shall be based on the Institute of Transportation Engineers trip generation book or a similar, professionally acceptable source.~~

Policy 1.6:

The mixed-use land use category includes the following uses: residential and customary residential accessory uses, neighborhood scale commercial/office uses (includes retail, financial services, professional services, personal services, restaurants, transient lodging, and bed and breakfast establishments), ~~and~~ institutional uses (including schools, civic, cultural, ~~religious facilities~~ houses of worship and similar uses), and recreational vehicle parks. The Planned Unit Development (PUD) zoning district regulations shall implement the mixed-use land use category including the scale, intensity, height, and design standards for residential and non-residential development within the PUD. The PUD zoning district regulations shall include the following provisions:

- A. A development shall contain ~~at least three (3) of the permissible~~ a mix of uses within the following ranges measured by acreage: Residential uses or recreational vehicle parks (40-80%), ~~commercial and non-residential uses (40-50 20-60%) and institutional (5-10%).~~ Active or passive recreation or community facilities that are open to the public (may include a fee) may count for up to 10% of the required non-residential uses.
- B. A development site with ten (10) or more acres may have community scale commercial or office uses.
- ~~C. Where neighborhood scale development is proposed, no individual building shall exceed~~

- ~~3,000 square feet. The maximum height for buildings used for neighborhood scale development is forty (40) feet.~~
- ~~D.~~ Where community scale development is proposed, no individual building shall exceed 30,000 square feet.
- ~~E.~~ C. The base density shall be five (5) dwelling units per gross acre where the development is served by central water and sewer. The maximum residential density is twelve (12) units per gross acre based on bonus provisions specified in the land development regulations.
- ~~F.~~ D. The maximum impervious surface in a mixed-use development is sixty-five (65) percent.
- ~~G.~~ E. All development shall be designed to ensure compatibility with adjacent development, based on concepts such as transition of building height, buffering, building orientation, and location and design of site features such as parking, outdoor lighting, and equipment.
- ~~H.~~ F. All uses, including accessory structures, mechanical and service equipment, and utility structures shall be integrated with the design of the ~~principle~~ principal building. Mechanical, service, and utility equipment shall be screened.
- ~~I.~~ G. When an amendment to the Future Land Use Map is proposed to apply the mixed-use land use category, a minimum of five (5) acres is required.
- ~~J.~~ H. A recreational vehicle park shall be subject to specific design standards to ensure compatibility and safe layout of vehicle sites and amenities. The maximum density of RV sites within a park is twelve (12) sites per gross acre.

Policy 1.7:

The public and institutional facilities land use category includes public and private schools, government offices, public works buildings and yards, community centers, solar farms, civic, social and fraternal organizations, houses of worship, utilities, cemeteries, public parks, and similar uses typically owned or operated by public agencies, non-profits, or quasi-public agencies. The maximum building height by right is forty (40) feet and six (6) stories by a Special Exception process as specified in the land development regulations.

Policy 1.8:

The agriculture land use category includes agricultural and silvicultural activities, as well as solar farms. Residential dwelling units are permissible at a density of one (1) unit per ten (10) acres, except where a conservation subdivision is proposed. A conservation subdivision design allows a density of one (1) unit per five (5) acres, and it requires clustering. The minimum lot area in a conservation subdivision design development is two (2) acres. A conservation subdivision shall meet the design standards set forth in Policy 1.11. A conservation subdivision shall meet the requirements and design and open space standards set forth in the land development regulations. The maximum building height is forty (40) feet.

Policy 1.9:

Notwithstanding the density limitations of the Comprehensive Plan and minimum lot size and dimension requirements as set forth in the ~~Land Development Regulations~~ land development regulations, a lot of record in a residential or Conservation land use category may be developed for one (1) single family dwelling unit and an accessory dwelling unit, subject to compliance with eligibility requirements and any additional standards as may be adopted in the land development regulations ~~Land Development Regulations to protect the public health, safety and welfare.~~ For the purpose of this policy, a “lot of record” includes any lot established pursuant to a plat or metes and bounds description recorded in the records of Marion County, provided that the lot was

established prior to the effective date of the Dunnellon Comprehensive Plan (October 29, 1992, as noted in the Implementation Element). Any lot established after the effective date of the Dunnellon Comprehensive Plan shall conform to all requirements of the Dunnellon Comprehensive Plan and Land Development Regulations.

Policy 1.10:

Notwithstanding the minimum lot size and dimension requirements as set forth in the Land Development Regulations, a lot of record in a non-residential land use category may be developed for permitted uses as authorized by the applicable land use category, subject to compliance with eligibility requirements and any additional standards as may be adopted in the Land Development Regulations. For the purpose of this policy, a “lot of record” includes any lot established pursuant to a plat or metes and bounds description recorded in the records of Marion County, provided that the lot was established prior to the effective date of the Dunnellon Comprehensive Plan (October 29, 1992, as noted in the Implementation Element). Any lot established after the effective date of the Dunnellon Comprehensive Plan shall conform to all requirements of the Dunnellon Comprehensive Plan and Land Development Regulations.

Policy 1.11:

The recreation land use category includes, but is not limited to, active or passive parks, community centers, ~~and areas for recreational activities such as picnicking, jogging, cycling, hiking,~~ golf courses, playgrounds, ball fields, ball courts, stables, swimming pools or beaches, ~~and water-related or water-dependent uses such as boat ramps, fishing docks and piers, and areas for similar outdoor recreational uses~~ recreational activities such as picnicking, jogging cycling, and hiking, public or private. The recreational uses may be public or private. ~~No other uses are permissible.~~ The maximum impervious surface is forty (40) percent. The maximum building height is forty (40) feet.

Policy 1.12:

The conservation land use category is intended to protect sites that should have extremely limited development due to environmental constraints, ownership for conservation purposes, recorded conservation easements, or areas designated as permanent buffers between land uses. Wetlands, designated habitats, and river islands, ~~and water bodies shall~~ may be designated in the conservation land use category. Permissible development is limited to passive recreation, such as unpaved jogging or walking trails, picnic areas without pavilions, boardwalks, docks (with appropriate permitting), or viewing platforms. No buildings are permissible, except public restrooms, or educational or interpretative structures. Privately held properties within this land use category may be allowed to develop a single-family dwelling on an existing lot of record or single-family dwellings at a density of one (1) unit per ten (10) gross acres, except where a conservation subdivision is proposed, provided there is sufficient environmentally suitable land area for development consistent with the existing land development regulations. An environmental resources assessment, provided by the applicant, shall be required to demonstrate the environmentally suitable area on the property. A conservation subdivision allows a density of one (1) unit per five (5) acres, and it requires clustering to protect and manage conservation resources in perpetuity through the use of an open space management plan and conservation easements. A conservation subdivision shall meet the requirements and design and open space standards set forth in the land development regulations.

Parking areas shall be subject to the following design requirements: unless porous paving materials are used, only access aisles and handicapped parking spaces are allowed to be paved. Clearing on any sites designated as conservation land use shall be limited to the minimum needed to provide access, trails, or play areas, and in no case shall exceed ten (10) percent of a site. ~~In no instance shall clearing of native vegetation or vegetation necessary to ensure the viability of a designated habitat be permissible.~~ Native vegetation or vegetation necessary to ensure the viability of designated habitat shall be preserved and protected to the maximum extent feasible.

The City shall add additional zoning districts in the land development regulations that implement the Conservation land use category. These may include a new Conservation zoning district and the inclusion of the Agriculture zoning district. In the interim period until the new implementing zoning districts are added, privately-owned parcels may utilize the development provisions included in this policy.

- A. ~~The following parcels listed by tax parcel identification numbers, which were designated as Conservation on the Future Land Use Map by Ordinance 2007-25, may be developed consistent with Medium Density Residential as previously depicted on the Future Land Use Map prior to Ordinance 2007-25, subject to all requirements of applicable laws: Tax Parcel identification numbers 33757-003-08, 33757-003-07, 33757-003-06, and 33757-003-05.~~

Policy 1.13:

Conservation subdivisions shall meet the ~~following~~ requirements as specified in the land development regulations.

- A. ~~Clustering of units is required. A conservation subdivision on land designated for agricultural use may have lots of two (2) or more acres.~~
- B. ~~Required open space is at least fifty (50) percent of the site, with at least fifty (50) percent of the open space in one (1) contiguous parcel.~~
- C. ~~All open spaces shall be connected to the maximum extent feasible. Whenever possible, required open space shall be adjacent to open space on adjacent parcels.~~
- D. ~~No more than twenty (20) percent of the open space shall be devoted to stormwater facilities.~~
- E. ~~Open space should be located on the most vulnerable portion of the site. There shall be no chemical applications permissible on required open space land.~~
- F. ~~Required open spaces shall be protected in perpetuity through recorded easements.~~
- G. ~~Central water and sewer treatment facilities are available.~~
- H. ~~Development shall be located in such a manner as to minimize the length of new roads and drives from existing public streets to the development.~~
- I. ~~Development shall be sited as far away as possible from water bodies, rivers, wetlands, or other environmentally fragile features.~~
- J. ~~Development shall be designed to minimize site disturbance to the minimum area necessary to accomplish development. This shall include minimizing soil compaction by delineating the smallest disturbance area feasible.~~
- K. ~~Existing native vegetation shall be protected, whether within the designated open space~~

~~or on the developed portion of a site.~~

Policy 1.14:

The business industrial land use category is intended to allow commercial, office, and industrial uses in areas near the Marion County Airport. Uses may include: office/business parks, corporate parks, research and development facilities, technology and biotechnology uses, light manufacturing and assembly, warehousing, storage, distribution, wholesaling, business incubators, and retail sales and services. Industrial uses in this category are intended to provide for the manufacture of small articles and products that do not involve the use of any materials, processes, or machinery or production of a product likely to be detrimental to nearby or adjacent residential or business properties. This land use category does not allow large-scale data centers. The maximum height is three (3) stories and will be controlled further by Airport Hazard Zoning Regulations. Access shall be from arterial streets. The City shall add a new zoning district to implement the Business Industrial land use category. Land development regulations shall specify the types and distribution of uses, design criteria, landscaping, and buffering requirements.

Policy 1.14:

~~Design of parking lots, sidewalks, buildings, and other impervious surfaces shall minimize connections between impervious surfaces through the following techniques. Not all techniques may be required to accomplish the requirement to minimize connections of impervious surfaces:~~

- ~~A. Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of the water;~~
- ~~B. Directing flows from paved areas to vegetated areas;~~
- ~~C. Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and~~
- ~~D. Breaking up flow directions from large paved surfaces.~~

Policy 1.15:

~~Porous pavement materials, such as pervious concrete, pervious asphalt, or other pervious or porous materials shall be used to minimize the amount of impervious surface within all development.~~

Policy 1.16 Policy 1.15:

All golf course siting, design, construction, and management shall implement the prevention, management, and monitoring practices, detailed in the golf course siting, design, and management chapter of the *Protecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002)* as may be amended by eCity code to conform to other policies of this Comprehensive Plan and to city needs and characteristics. All golf courses shall be encouraged to use reclaimed water for irrigation, if available.

Policy 1.17 Policy 1.16:

Maintain and enforce land development regulations which implement the adopted comprehensive plan, including:

- A. Regulation of use and subdivision of land, in consideration of adjacent land uses, natural and historic resources, open space and environmental constraints such as flood prone areas, soil suitability, drainage, surface and groundwater quality, and stormwater management.
- B. Protect wetlands, potable water well fields, natural aquifer recharge areas, endangered

species, intact ecological systems, air and water quality, consistent with the requirements of the Conservation Element and Groundwater Aquifer Recharge Protection Element.

- C. Regulate setbacks, landscaping, on-site parking and traffic flow, signage, and pedestrian access and other impacts which protect natural and historical resources and promote quality of life.
- D. Provide that development orders and permits shall not be issued which result in a reduction in the level of services of public facilities adopted in this plan.
- E. Implement site design standards for residential development of varying densities and commercial uses as designated in the Future Land Use Element and on the Future Land Use Map.
- F. Protect property against wildfire and implement Best Management Practices.
- G. Provide site design standards for large-scale discount, commercial, or "big box" establishments.
- H. Continue to require environmental resource assessments for applications for site plans and plats as specified in the land development regulations.

Policy 1.18 Policy 1.17:

The land development ~~code~~ regulations shall include requirements that new development in areas of elevated radon emissions use appropriate radon resistant construction techniques, as recommended by the State of Florida.

Policy 1.19 Policy 1.18:

Public schools shall be an allowable use in all residential land use categories and the traditional neighborhood development category.

Policy 1.20 Policy 1.19:

All residential and non-residential development meeting the density or intensity thresholds specified in the land development regulations shall be subject to site plan review or platting procedures in the land development regulations.

Policy 1.21

~~The City of Dunnellon relies on the definitions in Chapter 163, Florida Statutes, and in the land development regulations in the City Code of Ordinances. In addition, the following terms are defined for application to the Dunnellon Comprehensive Plan:~~

~~*Best Management Practices (BMPs)* means practice or combination of practices, including non-structural and structural improvements, based on sound science and professional judgment to be the most effective and practicable means of carrying out the specified activity. BMPs may be promulgated by government agencies such as the Florida Department of Agriculture and Consumer Services, and the Florida Department of Environmental Protection.~~

~~*Naturalized plant species* means vegetation that, while not native, has naturally adapted to the soils and climate of the area without direct or indirect human intervention. Acceptable species are found on the Florida-friendly plant database from the University~~

~~of Florida Institute of Food and Agricultural Sciences or other similar database.~~

~~Wetlands means those areas that are saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Wetlands are identified by the uniform methodology adopted in Section 373.421, Florida Statutes and by a certified wetlands delineator.~~

Objective 2:

The City shall ensure the availability of suitable land for placement of utilities and facilities necessary to support proposed development, and coordinate future land use with availability of services and facilities.

Policy 2.1:

~~New residential development, including subdivisions, multifamily developments, or mobile home developments may provide land to meet the recreation and park needs of its residents as one option to satisfy concurrency requirements for neighborhood parks if the adopted level of service standard is not otherwise met, and the population of the development shall not be counted in calculating the neighborhood level of service standard for the City thereafter. The amount of land to be provided shall be based upon the estimated population of the development based on the number of approved units in the development. Single family and duplex structures on lots platted on or before the effective date of this comprehensive plan and residential development proposed within the designated historic district shall not be included in the City population counted for calculating level of service for neighborhood parks.~~

Policy 2.2

~~The City shall establish incentives for all new waterfront residential development to reserve a portion of the total development acreage to provide public access to the river. This acreage may count as part of the development's share of providing recreation facilities.~~

Policy 2.3 Policy 2.1:

~~The City shall use its Concurrency Management System to ensure that All development orders and permits for future development and redevelopment shall be are issued only if public facilities necessary to meet consistent with the adopted level of service standards adopted as part of the Capital Improvement Element in the Comprehensive Plan are available concurrently with the impacts of the proposed development.~~

Policy 2.4:

~~All waterfront development shall connect to the City wastewater treatment system. Waterfront property is property which borders the Rainbow River, Withlacoochee River, prairie ponds, borrow pits, wetlands, lakes, and other water bodies.~~

Policy 2.5:

~~When development is proposed, other than waterfront development, where the wastewater treatment system has not yet been extended, a septic system may be permissible, provided that the system is a performance-based system.~~

Policy 2.6:

~~Existing development, at any density or in any land use category, shall be required to connect to the City wastewater treatment system in accordance with Section 381.00655, Florida Statutes and when sewer service is available as defined by the City's codes.~~

Objective 3:

The City will continue to prevent blight and eliminate any instances of existing blight through code enforcement, enforcement of building and housing codes, and implementation of a Community Redevelopment Plan.

Policy 3.1:

The land development regulations and codes shall be enforced for all property within Dunnellon.

Policy 3.2:

The land development regulations shall maintain minimum housing codes, providing for conservation, demolition, and rehabilitation techniques of residential structures.

Policy 3.3:

Land development regulations shall be enforced as one means to ensure the structural and aesthetic integrity of housing stock. Consistent with Chapter 163.3194(7)(a) F.S., by January 1, 2027, the City shall adopt land development regulations that include factors for assessing the compatibility of allowable residential uses within residential zoning districts. These regulations must incorporate measures for mitigating or minimizing potential incompatibility.

Policy 3.4:

The City shall continue to coordinate with property owners concerning the availability of tax benefits and other incentives available for renovation and improvements of historic structures.

Policy 3.5:

The City shall continue to coordinate, as needed, with the private sector in order to encourage rehabilitation of both residential and non-residential structures, through continued application for CDBG and other grant programs which fund rehabilitation efforts and through establishment of partnerships with the private sector for construction and other services upon which the City relies on the private sector.

Policy 3.6:

~~The City shall coordinate with Marion County, the Department of Economic Opportunity, the Florida Department of Rehabilitative Services and US Department of Housing and Urban Development concerning various alternatives available towards the rehabilitation of substandard housing within the City.~~

Objective 4:

The City shall continue to enforce regulations regarding nonconformities as one means of eliminating both uses which are nonconforming with the Future Land Use Map or zoning map and structures which are nonconforming with this Comprehensive Plan or land development

regulations. The City's ~~shall revise its~~ land development regulations, ~~to make~~ shall continue to include provisions for development on existing substandard sized platted lots of record in older subdivisions.

Policy 4.1:

The City shall revise its land development regulations to provide specific provisions necessary to implement the following policies regarding nonconformities:

- A. ~~Lawfully~~ Legally existing nonconforming structures and structures devoted to nonconforming uses shall not be expanded.
- B. If the cost to reconstruct or repair a ~~lawfully~~ legally existing nonconforming structure, or a structure devoted to a nonconforming use, will exceed fifty (50) percent of the property appraiser's assessed structure's value immediately prior to the damage or destruction, based on the most recent property appraiser's assessed value or the appraised value from a qualified, independent appraiser, prior to reconstruction or repair, the structure must be built or repaired in compliance with current codes, and the structure loses its legal nonconforming status. The application for a building permit for repair or reconstruction must be made within one year of the damage or destruction to the structure.
 - 1. Nonconforming structures within the riverfront corridor protection area, on lots of record recorded on or before October 27, 2008 that are less than 150 feet from the ordinary high water line of rivers, navigable coves, and abutting wetlands, as established by this Comprehensive Plan, are exempt from this Policy 4.1.B. shall be subject to the existing requirements adopted in the land development regulations.
- ~~C. Lawfully existing nonconforming structures, and structures devoted to nonconforming uses, excluding nonconforming signs (per 4.1 (E) below), which are involuntarily damaged by terrorist acts, accidental fires, or natural disasters may be rebuilt to their original nonconforming condition, even if damages exceed 50 percent of the property appraiser's assessed value prior to reconstruction or repair.~~
- ~~D. Properties subject to the floodplain regulations shall adhere to those regulations.~~
- ~~E. C.~~ A ~~lawfully~~ legally existing nonconforming sign that is damaged by any means shall lose its legal status and not be reconstructed or repaired if the estimated cost to reconstruct or repair the sign exceeds fifty (50) percent of its replacement value immediately prior to the date of damage; replacement value shall mean the assessed value as determined by the property appraiser prior to the date of damage, or if the property appraiser has not assessed the value of the sign structure, the valuation prior to the date of damage as determined by a professionally recognized appraiser. Any damaged nonconforming sign that cannot be reconstructed or repaired shall be removed, consistent with the existing requirements in the land development regulations.
- ~~F. D.~~ Notwithstanding 4.1(E) above, the City may enter into an amortization agreement with the owner of a lawfully existing nonconforming sign guaranteeing that such sign will be treated as an authorized structure and thereby allowing temporary repair or reconstruction of the sign in the event of future damage beyond the 50 percent threshold if such agreement sets forth a specific deadline for the sign's demolition, removal, or requirement to come into conformity with the City's rules and regulations. The City may enter into an amortization agreement with the owner of a legally existing nonconforming billboard as specified in the land development regulations.

Policy 4.2:

~~A legal nonconforming use may continue, or be resumed if destroyed, if it is not enlarged, increased, or extended to occupy a greater area.~~ A legal nonconforming use that is voluntarily abandoned for a specific period of time set by the land development regulations shall lose its nonconforming status, and any future use of the property must be in conformity with this Plan and the land development regulations.

Objective 5:

~~It is the City of Dunnellon's objective to~~ The City shall discourage urban sprawl, through: its comprehensive plan, amendments to the comprehensive plan, implementation of land development regulations, ~~which that~~ that provide specific criteria for development, and ~~through~~ interlocal agreement and other coordination mechanisms with Marion County.

Policy 5.1:

Applicants for large scale-future land use map amendments shall submit an evaluation to demonstrate that the proposed amendment discourages urban sprawl, based on the criteria set forth in Chapter 163, Florida Statutes, ~~when any of the following conditions occur:~~

- ~~A. The property is not contiguous on at least 50% of its boundary to parcels with existing residential, commercial or industrial development;~~
- ~~B. The property is not proposed for a future land use category that is equal to or greater in allowable density or intensity as compared to the average density or intensity on adjacent developed parcels;~~
- ~~C. The property is not proposed for a future land use category that is equal to or greater in allowable density or intensity as compared to the average density or intensity allowed by the Future Land Use Map designation on adjacent developed parcels;~~
- ~~D. The property is not served by central water or sewer at time of application and its nearest boundary is more than a half mile from existing water or existing sewer; or~~
- ~~E. The property requires capacity improvements or other capital improvements to achieve adequate water or sewer service.~~

~~An application that exhibits one or more of the conditions above does not necessarily mean that it fails to discourage urban sprawl, but rather that it warrants more comprehensive review to demonstrate that it discourages urban sprawl.~~ An applicant can demonstrate that an amendment discourages urban sprawl by analyzing the extent to which the applicant triggers the thirteen (13) indicators of urban sprawl set forth in Section 163.3177(6)(a)9.a, Florida Statutes, taking into account the context of the area. An applicant can also demonstrate that the plan amendment discourages urban sprawl based on the criteria set forth in Section 163.3177(6)(a)9.b, Florida Statutes. The City shall review the Application and make findings of facts determining whether the plan amendment discourages urban sprawl. ~~At its discretion, the City may also conduct an evaluation of a plan amendment application which does not trigger an evaluation by the applicant based on the criteria in this policy.~~

Policy 5.2:

Proposed plan amendments for land uses which are more intense than those designated on the adopted Future Land Use Map shall be required to be in an existing potable water and wastewater system service area that can provide central utilities at adopted level of service standards. If the

proposed plan amendment property is not in an existing service area for potable water and wastewater, the applicant shall be required to sign an enforceable developer agreement that is recorded in public records to extend water and sewer service at the time of development plan approval or permitting at adopted levels of service at the developer's expense, in addition to demonstrating consistency with the adopted comprehensive plan, as required by Section 163.3194, Florida Statutes.

Policy 5.3:

~~Extension of services within the Dunnellon city limits shall be consistent with the prioritization policies set forth in the Capital Improvements Element. Service agreements shall be required in order to extend services to unincorporated areas or proposed annexation areas and shall demonstrate that they will be fiscally advantageous to the City and will discourage urban sprawl. This does not prohibit extension of services to unincorporated areas where needed to achieve protection of public health and safety.~~

Policy 5.4:

~~The City shall continue to seek and implement coordinating mechanisms with Marion County in order to control urban sprawl outside City limits. Such coordination shall include interlocal agreements for: joint development review of proposals outside city limits, including DRIs, which impact roadway level of service, future land use designations for adjacent lands, and proposed road improvement plans for US 41 and the extension of sewer on the Rainbow River.~~

Policy 5.5:

~~Develop an interlocal agreement with Marion County to increase coordination during subsequent updates of both comprehensive plans in order that the City play an increasing role in the planning of areas directly outside City limits, and which hold potential for annexation.~~

Policy 5.6 Policy 5.3:

The land development regulations shall continue to contain design standards to control and minimize the negative impacts of strip commercial development.

Objective 6:

The City shall ~~d~~esignate land use categories on the Future Land Use Map to meet the short-term and long-term needs of the community in a manner consistent with the policy direction set forth in the elements of the Comprehensive Plan. All proposed amendments to the eComprehensive ~~p~~lan, including amendments to the Future Land Use Map, shall meet the criteria in the following policies.

Policy 6.1:

The City of Dunnellon adopts two planning periods for the purposes set forth in the Comprehensive Plan. The short-term planning period shall be ~~five~~ ten (10) years, and the long-range planning period shall be ~~approximately at least twenty (20) years, allowing for adjustment to coincide with decade or mid-decade years (i.e., 2035, 2040, etc) to maximize coordination with other agency plan updates.~~ The short-term planning period shall be utilized primarily for capital improvements planning to meet the immediate needs for the community as addressed in the Public Facilities and Capital Improvements Elements. The long-range planning period shall be utilized to determine

land use allocations based on population demand and other community needs and to appropriately plan for associated long-term transportation, infrastructure, and schools needs in coordination with Marion County, the Florida Department of Transportation, the Southwest Florida Water Management District, and the Marion County School District. Population projections shall be updated at a minimum during each evaluation-based, comprehensive plan amendment cycle pursuant to Section 163.3191, Florida Statutes.

Policy 6.2:

The City of Dunnellon shall allocate sufficient residential and non-residential land uses to support community needs through the 20-year planning period. The City population projections shall be based on the medium population projections published by the Office of Economic and Demographic Research for Marion County and shall allocate, at a minimum, a proportionate share of countywide population growth to the City, taking into account historic growth trends and potential alternative growth scenarios. In evaluating long-term community needs, the City recognizes the following guiding principles:

- A. Support a diversity of residential housing types and products and allow for the operation of real estate markets as set forth in Section 163.3177(6)(a), Florida Statutes.
- B. Encourage job creation, economic diversification, and capital investment from the private sector to achieve and sustain a healthy and diverse local economy.
- C. Provide opportunities for diverse growth within the City to discourage urban sprawl beyond the City corporate boundaries.
- D. Support for urban infill and/or redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses that are inconsistent with the community character.

Policy 6.3:

Applications for a future land use amendment shall demonstrate that the proposed uses as allowed by the land use category are suitable for the property, considering potential impacts on natural resources and environmentally sensitive lands. If an amendment is proposed for land within 500 feet of a wetland, shoreline, sinkhole, or geologic feature, the amendment shall be accompanied by a geophysical analysis with at least the following information: the characteristics of on-site soils; locations of geologic features including sinkholes, depressions, and swallets; depth of the water table; location of the Floridian Aquifer relative to ground surface and thickness and extent of the bedrock or other confining layers over the aquifer. Applicants for a future land use amendment shall provide a basic level environmental resources assessment, from available data sources, that provides information on the potential presences of: any regulated natural or archaeological resource; wetlands or surface waters; floodplains; and/or any geological features and the potential impacts to these features. Application involving existing developed property may be exempt from environmental review based on criteria specified in the land development regulations.

Policy 6.4:

~~Where a geophysical analysis confirms a direct connection to the aquifer, a comparative nitrate loading analysis shall be prepared by a licensed professional geologist using professionally acceptable methodology based on the designation on the Future Land Use Map at the time of the proposed amendment versus the proposed land use designation, considering the maximum~~

~~intensity possible under the proposed land use designation. The analysis must demonstrate that there is no measurable net increase in nitrate loading to groundwater.~~

Policy 6.5 Policy 6.4:

Demonstrate that the uses permissible in the proposed land use category are able to be developed consistent with the ~~e~~City's ~~codes~~ land development regulations, ~~implementing~~ applicable Best Management Practices and the specific requirements set forth in the ~~Conservation Element Comprehensive Plan~~.

Policy 6.6 Policy 6.5:

Applications for future land use map amendments shall include a traffic study to determine the impacts on the operating level of service on arterials and collector roads within the City. The purpose of the study is not to implement transportation concurrency, which has been repealed, but rather to support the planning efforts of the TPO regarding long-term transportation needs. The City shall provide a copy of the traffic study to the TPO.

Objective 7:

Siting of public uses shall be coordinated in a manner consistent with the policy direction set forth in the elements of the Comprehensive Plan and in accordance with state and federal regulations, to the extent applicable.

Policy 7.1:

Future siting of public facilities and services shall maximize efficiency, while minimizing financial costs. Soil suitability, sinkhole potential, and setbacks from wetlands shall determine approval or denial of all future public facilities and services.

Policy 7.2:

The City of Dunnellon shall encourage, to the extent possible, the location of new schools based on the following criteria:

- A. ~~p~~Proximity to urban residential areas, particularly for elementary schools;
- B. ~~p~~Proximity to existing or planned public facilities, such as parks, libraries, and community centers;
- C. ~~l~~Location of elementary schools along local or collector streets;
- D. ~~l~~Location of middle and senior high schools near arterial streets;
- E. ~~l~~Location of ~~lands~~ contiguous to existing school sites;
- F. ~~a~~Avoidance of school siting in environmentally sensitive areas;
- G. ~~a~~Avoidance of school siting in any area where the nature of existing or proposed adjacent land uses would endanger the safety of students or decrease the effective provision of education; ~~and~~
- H. ~~a~~Avoidance of school siting in any area where the proposed school facility would be incompatible with surrounding land uses, including but not limited to, airport hazard zones, airport ~~clear~~ runway protection zones, and airport noise compatibility zones.

Objective 8:

The City of Dunnellon shall prohibit or restrict land uses and development that are defined as airport hazards or incompatible with normal airport operations at the Dunnellon Marion County Airport, consistent with Chapter 333.03 Florida Statutes.

Policy 8.1:

The City of Dunnellon shall coordinate with Marion County to execute an interlocal agreement ~~or formulate a Joint Airport Zoning Board by June 15, 2017~~ to ensure that decision-making by both jurisdictions ~~are~~ is adequately coordinated regarding Marion County airport planning and Dunnellon land use and transportation planning. The interlocal agreement shall include a set of airport protection zoning regulations that are, at a minimum, consistent with Chapter 333.03(1)(c) Florida Statutes.

Policy 8.2:

The City of Dunnellon shall prohibit ~~public education facilities and residential uses and incompatible uses and development within noise compatibility zones~~ airport noise contour zones as defined ~~by~~ in Chapter 333.03(2)(c) and (d) Florida Statutes, as applicable, except if such uses are specifically contemplated by a noise study with appropriate mitigation or similar technique described in the study. The City shall confirm the extent of existing noise ~~compatibility~~ contour zones with Marion County, and the potential extent of future noise ~~compatibility~~ contour zones based on any runway modifications that may be considered by Marion County.

Policy 8.3:

The City of Dunnellon shall ~~prohibit~~ continue to restrict the following new incompatible uses, activities, or substantial modifications to existing incompatible uses within clear runway protection zones, as defined by 333.03(3) Chapter 333.01(16), Florida Statutes and as required by 333.03(2)(e), Florida Statutes.

A. ~~Public and private schools.~~

B. ~~Uses encouraging or requiring a concentration of people, such as auditoriums, arenas, large scale multifamily development and large scale office uses.~~

C. ~~Industrial uses which emit smoke and uses which emit light that could potentially pose a hazard to aircraft operations.~~

Policy 8.4:

The City of Dunnellon shall not allow obstructions, such as buildings, structures, poles, and trees to penetrate airport hazard zone surfaces occurring within its jurisdiction. ~~The City limits building height to 40' within all future land use categories. Prior to considering any future amendment to the 40' building height standard, the City shall document that any proposed building height standard would not penetrate applicable airport hazard zones and surfaces, as defined by the Federal Aviation Administration.~~

Policy 8.5:

The City of Dunnellon shall adopt ~~an~~ airport zoning protection regulations in the overlay by June 15, 2017 to implement land development regulations ~~based on Objective 8 and its~~

~~implementing policies~~ consistent with the interlocal agreement referenced in Policy 8.1.

TRANSPORTATION MOBILITY ELEMENT



Goals, Objectives, and Policies

TRANSPORTATION MOBILITY ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

The goal of transportation planning for the City of Dunnellon is to provide a safe, convenient, and efficient multimodal transportation system for both residents and visitors.

Objective 1:

Throughout the planning period, the City will ~~enforce requirements as set forth in the Land Development Code to~~ support the establishment of a safe, efficient transportation network for motorized and non-motorized vehicles, ~~and for pedestrians, and bicyclists.~~ New developments shall meet the transportation mobility planning requirements established in the land development regulations.

Policy 1.1:

~~The City shall utilize level of service (LOS) “C” as a general guide for the purpose of coordinating with the TPO on short and long range transportation improvements.~~ The City shall coordinate with the Ocala/Marion County Transportation Planning Organization (TPO) on short- and long-range transportation improvements. In order to encourage urban infill and economic development, the City shall not implement transportation concurrency or adopt LOS standards for regulatory purposes. The City shall utilize level of service (LOS) E for all City-maintained roads and LOS D for all other roadways within Dunnellon city limits for planning purposes only. This policy does not limit the City’s ability to utilize legislative discretion in approving or denying comprehensive plan amendments due to concerns regarding traffic impacts.

Policy 1.2:

Coordinate with Marion County and the TPO ~~to ensure~~ concerning expansion of CR 484 is prioritized within the ~~Traffic~~ Transportation Improvement Program (TIP) so that its expansion corresponds with future growth in the City and its environs.

Objective 2:

Ensure that transportation system needs are coordinated with the type and intensity of land use. Review of all development proposals and plans should include appropriate consideration of transportation impacts as related to access, operational conditions, and safety. ~~Provisions to ensure such consideration should be included in the land development regulations to be adopted by the statutory deadline.~~ Traffic study requirements shall be specified in the land development regulations and on relevant applications for development review, future land use amendments, and rezoning.

Policy 2.1:

Proposed amendments to the Future Land Use Map and to Future Land Use Categories shall be evaluated to determine the associated impact on the transportation system. Applicants shall be required to include a traffic study to determine the impacts on the operating LOS of arterials and

collectors within the City. The City shall ~~provide a copy~~ share copies of ~~the traffic study to studies, as needed, with the TPO and Marion County~~ for the purpose of coordinating on long-term transportation needs and priorities.

Policy 2.2:

The ~~Land Development Code~~ land development regulations shall contain provisions regulating site design, including on-site vehicular, bicycle, and pedestrian circulation and parking, and subdivision layout, including street pattern, consistent with the density, intensity, and character of the district, as defined in the Future Land Use Element.

Policy 2.3:

The ~~Land Development Code~~ land development regulations shall include standards for access drives, number and location of roadways connections, and the need for and location of bicycle and pedestrian ways within or necessary to serve the site.

Policy 2.4:

The following access management alternative techniques will be employed on US 41 and CR 484 in an effort to control access and preserve level of service:

- A. limit access to roads consistent with the standards and guidelines as set by Chapters 14-96 and 14-97, F.A.C., by controlling the number and location of site access driveways and other intersecting roads;
- B. cross-access easement of adjacent properties where feasible; and
- C. use of frontage or backlot parallel access roads where feasible.

Objective 3:

Dunnellon shall coordinate with appropriate local and state agencies throughout the planning period to implement joint land use and transportation strategies.

Policy 3.1:

~~Through implementation of policies adopted in the Intergovernmental Coordination Element,~~ Continue and to maintain coordination among Dunnellon, Marion County, Citrus County, Levy County, the TPO, and the Florida Department of Transportation for future transportation needs and priorities within or adjacent to Dunnellon.

Policy 3.2:

Monitor land development activities and land use plans in Marion County, as needed, to ensure that impacts of activities near the City are evaluated by the City and the TPO to consider strategies for maintaining transportation mobility.

Policy 3.3:

Monitor and provide city comments to the Florida Department of Transportation (the “Department”), the Ocala/Marion County Transportation Planning Organization, and/or any other appropriate agencies concerning transportation plans for new limited access facilities, toll roads, turnpikes, and associated improvements (collectively, “transportation facilities”) in the Dunnellon area to ensure that related impacts on the City transportation system are minimal, do not adversely

impact the character and natural resources of the City, and that any identified impacts are planned for or mitigated by the Department and/or appropriate agency. ~~Further, Dunnellon's comments may include requests that~~ the Department shall design, develop, and maintain transportation facilities in a manner that will not negatively impact the economic vitality of the City of Dunnellon and not disrupt, or otherwise impede, local transportation infrastructure such as local roadways, multi-purpose and/or bicycle trails, and pedestrian walkways.

Policy 3.4:

Any new limited access facilities, toll roads, turnpikes, and associated improvements (collectively, "transportation facilities") shall avoid the Conservation, Agriculture, and Recreation future land use classifications. The Florida Department of Transportation (the "Department") shall demonstrate that there are no feasible corridor alignments outside of such classifications. In the event the Department makes such demonstration, the City shall coordinate with the Department to ensure that the ~~shall~~ design, development, and ~~maintain~~ maintenance of such transportation facilities is done in such a way as to minimize and mitigate negative impacts to vital farmlands, key environmental areas, and valuable open space, including, but not limited to, ensuring preservation of natural and man-made resources; protecting, maintaining, and restoring the aquifer; protecting special species status; maintaining open space and recreation areas; discouraging sprawl; and ensuring provision of adequate screening and buffers between transportation facilities and such sensitive areas.

Policy 3.5:

Monitor plans for the ~~Dunnellon~~ Marion County Airport to ensure that impacts on the land use and transportation facilities in the ~~City~~ resulting from airport improvements are properly evaluated through the interlocal agreement referenced in the Future Land Use Element and Intergovernmental Coordination Element and through coordination with the TPO.

Policy 3.6:

The City may coordinate with Marion County and the TPO to determine transportation mobility solutions for US 41 and County Road 484.

~~The City shall coordinate with Marion County, the Marion County TPO and FDOT to consider jointly funding and preparing a mobility plan for lands within the City as well as unincorporated areas in proximity to Dunnellon. The City recognizes that US 41 is physically constrained and that land use and transportation strategies are necessary to promote economic development and facilitate multimodal options. The City also recognizes the need for a comprehensive mobility strategy for CR 484 as a gateway corridor, which should be implemented in conjunction with future capacity improvements. The mobility plan would:~~

- ~~A. define land use and transportation strategies to support and incentivize economic development/redevelopment in a form to that improves multimodal options and mobility, while encouraging commuters to shop, dine and do other activities in Dunnellon;~~
- ~~B. include a "complete streets" design element to incentivize development and redevelopment of the US 41 corridor and to improve its appearance, function and character to serve as Dunnellon's main street;~~
- ~~C. include similar strategies for CR 484 as a gateway corridor into the City;~~
- ~~D. identify multimodal improvements, including operational/safety improvements and related linkages to Dunnellon's neighborhoods, as well as streetscape/amenities to support~~

- pedestrian and bicycle trip making;
- ~~E. provide guidelines to ensure the mobility plan enhances the historic character of Dunnellon;~~
 - ~~and~~
 - ~~F. identify joint funding and implementation measures to achieve implementation of the mobility plan within the City and along the corridors leading into the City.~~

Objective 4:

Ensure that ~~current and future~~ rights-of-way are protected from encroachment by from structures or ancillary uses inconsistent with the designation as a right-of-way. ~~This will be accomplished by appropriate provisions in the land development code to be adopted by the statutory deadline.~~

Policy 4.1:

Adopt land development regulations to protect existing rights-of-way by limiting use and/or encroachment by from structures or ancillary uses.

Policy 4.2:

~~Adopt land development regulations to ensure the availability of future rights-of-way, based upon the Future Traffic Circulation Map.~~

HOUSING ELEMENT



Goals, Objectives, and Policies

HOUSING ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

Provide affordable housing which is decent, safe, and sanitary to Dunnellon's existing and projected population, while upholding the residential quality of the town's neighborhoods.

Objective 1:

Assist the private sector through policy and regulatory means and formulation of implementation programs in providing affordable, safe, sanitary, and adequate housing units in a wide variety of income ranges to meet the specific housing needs of the City's existing and projected population.

Policy 1.1:

Coordinate partnerships between the City, non-profits, and the private sector to ensure the provision of adequate affordable housing, through such techniques as:

- A. utilizing federal and state subsidy programs; and
- B. allowing attached or detached accessory dwelling units in residential land use areas using a Special Exception process and standards adopted in the land development regulations. housing (granny flats);
- C. ~~creating a citizen based affordable housing task force to make specific recommendations to City Council; and/or~~
- D. ~~allowing small minimum house size and floor space.~~

Policy 1.2:

Compile information on the population's housing needs, ~~including households with special housing needs~~, and make such information available to the private sector.

Policy 1.3:

Coordinate, as needed, with Marion County, the State Land Planning Agency, the Florida Department of Rehabilitative Services, and US Department of Housing and Urban Development, and other agencies to obtain information on and make application for or assist in application for funding low- and moderate-income housing production.

Policy 1.4:

~~Establish from the City of Dunnellon Historic Preservation Element a list of historic resources that are suitable for housing and include approximate locations. The purpose of this policy is to create the opportunity for the private sector to rehabilitate rather than demolish certain historic resources formerly not in residential use. Provide information, upon request from the private sector, about historic structures in the historic district that could be rehabilitated for residential use.~~

Objective 2:

~~The City will eliminate its substandard housing, provide relocation housing where appropriate, and~~

~~maintain the structural and aesthetic integrity of the City's housing stock. The City shall enforce the Minimum Housing Code by requiring private homeowners and landlords to rehabilitate substandard units and to deconstruct or demolish dilapidated units to ensure all housing units meet the Code.~~

Policy 2.1:

~~Continue to implement procedures to~~ Obtain and administer CDBG grants, as needed, for the rehabilitation of substandard homes.

Policy 2.2:

Coordinate, as needed, with Marion County, the State Land Planning Agency, the Florida Department of Rehabilitative Services and US Department of Housing and Urban Development for application of additional funding programs for rehabilitation of substandard housing.

Policy 2.3:

~~Establish strategies~~ Maintain regulations and procedures in the Code of Ordinances to guide decisions for demolition ~~for~~ of homes in ~~for~~ for which rehabilitation is not feasible.

Policy 2.4:

~~When demolition or rehabilitation requires replacement of housing, the City will ensure such programs provide for relocation housing. When applicable under the Uniform Relocation Assistance and Real Property Acquisition Act (URA), the City shall coordinate with the appropriate agencies to assist residents displaced by redevelopment activities involving federal or state funds.~~

Policy 2.5:

~~The City will require that rehabilitation programs are coordinated with the Division of Historic Resources for the conservation and rehabilitation of substandard housing of historical significance. Rehabilitation of substandard housing units in the historic district shall be consistent with the requirements for a Certificate of Appropriateness as delineated in the Land Development Regulations.~~

Policy 2.6:

~~Strengthen land development regulations and minimum housing codes,~~ The City shall enforce the minimum housing code to ensure structural and aesthetic integrity of housing stock.

Objective 3:

~~Provide adequate sites with available infrastructure within areas of residential character for low and moderate income families, and others with special housing needs, group homes and foster care facilities. The City shall allocate sufficient acreage in appropriate locations to meet the housing needs of the City's residents.~~

Policy 3.1:

The Future Land Use Map shall designate sufficient land for residential use to meet Dunnellon's housing needs through the planning timeframe, including workforce housing as defined in Section 380.065(1)(h), F.S.; and housing for: moderate-income; low-income; very-low-income families; and mobile homes.

Policy 3.1 Policy 3.2:

Coordinate, as needed, with ~~the FMHA~~, Marion County, the State Land Planning Agency, the Florida Department of Health and Rehabilitative Services, US Department of Housing and Urban Development, and other agencies to maintain existing and develop new programs throughout the planning timeframe, consistent with housing need projections, for the location and provision of housing for low- and moderate-income households.

Policy 3.2 Policy 3.3:

~~Through the land development regulations, establish~~ Maintain standards and regulations in the land development regulations for the protection of residential areas from inconsistent incompatible uses which threaten the residential quality or stability of neighborhoods.

Policy 3.3 Policy 3.4:

Housing for special needs groups, including group homes, foster care facilities, and rural and farm-worker households shall be allowed in single-family residential areas, consistent with Chapter 419, Florida Statutes; the development of residential alternatives to institutionalization shall be encouraged.

Policy 3.4 Policy 3.5:

Location of low- and moderate-income housing, manufactured housing, elderly, group and foster care homes, and other special needs groups, throughout the planning timeframe, shall be approved, based upon federal safety guidelines, consistency with the Future Land Use Map, and ~~densities zoning.~~ on the basis of Other considerations shall include safety, land use compatibility, accessibility, convenience and the availability of public facilities and infrastructure. Group homes shall continue to be allowed in all multi-family districts; group homes of six or fewer residents, which otherwise meet the definition of a community residential home, shall be allowed in single-family districts, provided that such homes are not located within a radius of 1,000 feet of another existing such home of six or fewer residents, consistent with Chapter 419, Florida Statutes. Specific non-discriminatory regulations that implement these criteria shall be included in the land development regulations.

Policy 3.5 Policy 3.6:

Allow new residential development only at locations where ~~City~~ adequate public facilities and services are currently provided; ~~or are financially feasible for the City~~ can be provided by the private sector. ~~to provide, unless such services can be provided to the site by the private sector.~~

Policy 3.6 Policy 3.7:

~~Pursuant to~~ Consistent with Section 553.382, Florida Statutes, any certified, residential manufactured building, ~~including mobile homes~~, may be placed on a mobile home lot in a mobile home park, recreational vehicle park, or mobile home condominium, cooperative, or subdivision. Effective January 1, 2027, consistent with Chapter 553.385, F.S., a manufactured building (as defined in Chapter 553.36, F.S.) intended for single-family residential use or a manufactured home (as defined in Chapter 320.01(2)(b)) will be permitted as of right in any zoning district where single-family detached dwellings are allowed. In order to implement this provision, the City shall amend its land development regulations to reflect the new requirements and include factors for assessing the compatibility of allowable residential uses in residential zoning districts.

Policy 3.8:

Any state or federal housing plans prepared on behalf of the City of Dunnellon shall be consistent with the goals, objectives, and policies of the City's Comprehensive Plan.

HISTORIC PRESERVATION ELEMENT



Goals, Objectives, and Policies

HISTORIC PRESERVATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL 1:

Locate, identify, and evaluate those sites, buildings, structures, districts, and objects that are associated with the archaeological, historical, and architectural development of the City of Dunnellon.

Objective 1.1:

Maintain the Florida Master Site File inventory for the City of Dunnellon.

Policy 1.1.1:

Systematically update the Florida Master Site File inventory, as needed, by adding newly discovered sites, buildings or districts, and noting changes that have occurred to the resources since first identified.

Policy 1.1.2:

Transmit to the ~~Bureau of Historic Preservation~~ Florida Division of Historical Resources revisions or new Florida Master Site File forms, ~~on a regular basis~~ as needed.

Objective 1.2:

Expand the Florida Master Site File, as needed, ~~through further survey and investigation~~.

Policy 1.2.1:

~~Priority areas for survey and historic research shall include the Vogt Springs Area as well as Withlacoochee River and Rainbow River. The City Council and Historic Preservation Advisory Board may make recommendations for expanded historic surveys and research, as needed.~~

Objective 1.3:

~~Merge historic data into tax roll database of Marion County. Continue to provide information about the City's historic district to Marion County and the Property Appraiser's Office by sharing information from the City's historic district GIS layer with them.~~

Policy 1.3.1:

~~Study the feasibility of incorporating historical data from the Florida Master Site File inventory into an automated database shared by other departments of the City and County governments. The City's Geographic Information System (GIS) shall continue to include the historic district boundaries.~~

Objective 1.4:

~~Evaluate the significance of historic resources of the City of Dunnellon according to adopted criteria.~~ Maintain procedures and criteria adopted in the land development regulations concerning the significance of historic resources in the City of Dunnellon.

Policy 1.4.1:

~~Define and adopt criteria determination of significance for recording historic properties on the Florida Master Site File and nomination to the Local Register of Historic Places.~~ Maintain the adopted criteria for nomination and designation of historic districts and individual historic resources as specified in the land development regulations.

GOAL 2:

To officially recognize those historic resources that have been determined significant to the community.

Objective 2.1:

Increase the number of historic resources listed and recognized by historic registers, as needed.

Policy 2.1.1:

~~Create a~~ Adopt in the land development regulations a Local Register of Historic Places to list those historic resources that are eligible for listing, according to an adopted set of criteria that includes the area that was mapped and adopted in Ordinance 92-10. Any future additions to the mapped area of the historic district shall be included as part of the Local Register.

Policy 2.1.2:

Nominate, as needed, those eligible sites, buildings, or districts to the National Register of Historic Places and the Local Register of Historic Places.

GOAL 3:

To provide for the stabilization, maintenance, protection, preservation, and rehabilitation of archaeological and historic resources, both publicly and privately owned.

Objective 3.1:

~~Protect historic resources through a local review authority~~ the Historic Preservation Advisory Board and procedures outlined in the land development regulations.

Policy 3.1.1:

~~In order to protect its historic structures, the City had its Historic District designated on the National Register of Historic Places. However, this designation limits alterations to only those structures which are receiving federal and state funds. Therefore, t~~The City shall enforce an its

historic preservation ordinance which:

- A. Provides for an historical preservation board, with the responsibility to direct and supervise development of the Historic District and any additional individual buildings with historical status. The Board shall also be responsible for coordinating with the State Division of Historical Resources, as well as providing property owners with information, such as federal taxes and other benefits available under National Register status.
- B. Provides criteria for redesign, maintenance, alteration, demolition, and relocation of historical buildings so that historic character is not diminished.
- C. Provides a sign ordinance specific to the historic district.
- ~~D. Regulates replacement of physical features such as streetlights, street signs, fences, and utility poles to promote compatibility with the historic district.~~
- ~~E. D.~~ Administers enforcement procedures and public hearings for review.
- ~~F. E.~~ Contains procedures for establishing new boundaries and monitoring construction in the existing district.
- ~~G. F.~~ Protects archaeological sites from disturbance and destruction, by prohibition of development on or in such close proximity to archaeological site 8MR95 as to destroy its substance or character, and requires that archaeologically significant sites that might be discovered in the future in Dunnellon be left intact and immediately reported to the City administration to initiate the preservation process.

Policy 3.1.2:

~~Organize an administrative review system where all a~~Applications for site plan, rezoning, or other land development petitions shall be reviewed to determine whether there are any impacts on contain information on the location of historic resources, including known archaeological sites. Where resources exist, the potential impact and mitigative actions to be taken shall be presented provided by the applicant.

Policy 3.1.3:

When a proposed development will impact an archaeological site, require a field inspection and analysis by a qualified archeologist to determine significance of site, impact of project to resource, and appropriate mitigative actions, which shall include as a priority avoiding destruction of the site.

Policy 3.1.4:

~~Adopt as part of the administrative review system and proposed historic preservation enabling ordinance the U.S. Secretary of the Interior's Standards for Protection, Stabilization, Maintenance, Rehabilitation, Restoration, and Reconstruction.~~ The City's land development regulations shall continue to use the most recent edition of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as the standard for review in historic districts.

Policy 3.1.5:

Where an archaeological site is discovered in the course of construction or excavation activities, work shall stop in the vicinity of the site immediately and notification will be made to the Florida Division of Historical Resources, or a professional consultant.

Objective 3.2:

Provide a land development regulatory framework that encourages and promotes the preservation of historic resources, including archaeological sites.

Policy 3.2.1

~~Amend the City of Dunnellon Zoning Code to provide incentives for conducting historic preservation activities. This shall include removing any disincentives.~~

Policy 3.2.2 Policy 3.2.1:

Provide information on any applicable exemptions status for designated buildings historic structures available from the latest edition of the Florida Building Code pursuant to Section 101.5 of the Code.

Policy 3.2.3:

~~Seriously consider the use of Transfer of Development Rights in cases where the destruction of historic resources is proposed.~~

Policy 3.2.4 Policy 3.2.2:

In an effort to aid in the stabilization of neighborhoods, the City will continue to enforce zoning and applicable land development regulations, the historical preservation ordinance, ~~once adopted~~, CDBG programs for housing rehabilitation, and shall require adherence to construction standards established in the Florida Building Code to ensure structural integrity. ~~Zoning~~ Variances may be granted to protect the historical value of a resource, as long as personal safety is not compromised.

Objective 3.3:

Provide for the use of a variety of legal techniques that will encourage and facilitate the preservation of historic resources.

Policy 3.3.1:

Provide information and technical assistance to the public on the use of a variety of programs, techniques, and methods for use in bringing about the successful preservation of historic resources.

Policy 3.3.2:

The City shall review and amend the land development regulations to correct zoning or other conflicts with the historic preservation ~~ordinance~~ section of the land development regulations.

Policy 3.3.3:

~~The City shall promote the reuse of historic buildings within the district. by allowing innovative incentives and techniques whereby owners of historic properties who cannot justify the renovation of buildings as residential units shall meet standards for renovation as commercial, office, or a mix of commercial/office and residential. Such innovative incentives and techniques may include tax credits and conservation easements as stipulated in the land development regulations. The applicant shall be required to meet the standards for renovation and site design consistent with the~~

~~historical district ordinance.~~ The City shall promote the protection of historic buildings within the historic district by providing information about tax incentives, regulations that allow for adaptive reuse of the structures, and the Certificate of Appropriateness review process.

Policy 3.3.4:

The conservation and rehabilitation of substandard housing of historical significance shall be in accordance with the standards of the State Division of Historical Resources and the City's local historical ~~preservation regulations in the land development regulations ordinance, when adopted.~~

Policy 3.3.5:

The City shall use the Certificate of Appropriateness process in the land development regulations to provide design guidelines for review new construction and renovation of non-historic buildings within the historic district.

Policy 3.3.6:

Assist interested property owners in seeking state and federal technical and economic assistance for the conservation, improvement, and rehabilitation of the community's housing, particularly historically significant housing.

Objective 3.4:

~~Consider the use of~~ Provide information ~~a variety of financial techniques~~ that will encourage and facilitate the preservation of historic resources.

Policy 3.4.1:

Provide information and technical assistance to the public on the use of a variety of financial techniques for use in the preservation of historic resources.

Policy 3.4.2:

Provide information and technical assistance on the location of historic housing opportunities, financial techniques, and proper preservation standards to the general public.

Objective 3.5:

Identify, preserve, and protect historic resources that are owned by the City ~~or its agencies, and the Marion County School Board.~~

Policy 3.5.1:

Exercise caution to ensure that any archaeological or historic resources within city control are not inadvertently transferred, sold, demolished, destroyed, substantially altered, or allowed to deteriorate significantly.

Policy 3.5.2:

Take timely actions if a city-owned archaeological or historic resource is to be unavoidably altered. Such action shall be developed in consultation with the local historic preservation advisory board, the Florida Division of Historic Resources, or professional consultant to determine whether

or not there is a feasible or prudent alternative to the proposed destruction.

Policy 3.5.3:

Where a city-owned or controlled archaeological or historic resource must be destroyed timely action shall be taken to conduct salvage excavation by a qualified archaeologist or to document the property by photography and if appropriate, measured drawings.

Policy 3.5.4:

Establish a program to locate, inventory and evaluate all archaeological or historic resources that are city-owned or controlled for inclusion in the Florida Master Site File or if eligible, the National Register of Historic Places.

Policy 3.5.5:

~~Where an archaeological site is discovered in the course of construction or excavation activities, work shall stop in the vicinity of the site immediately and notification will be made to the Florida Division of Historical Resources, or a professional consultant.~~

GOAL 4:

Actively contribute to expanding public awareness of the history, resources, programs, standards, funding sources, and need for public participation in historic preservation in the City of Dunnellon.

Objective 4.1:

~~Visually mark historic resources as a means of increasing awareness and pride in Dunnellon history.~~ Provide information about historic preservation in Dunnellon through the City's web site.

Policy 4.1.1:

~~Create a plaques program for the placement of markers on certain important buildings or in the general vicinity of secured archaeological sites.~~

Policy 4.1.2 Policy 4.1.1:

The City shall ~~promote development of educational programs~~ enhance the information about historic preservation on the City's web site to achieve a higher level of public awareness of local historic resources.

Policy 4.1.3:

~~The City shall offer public recognition incentives for active conservation of locally significant historic resources to encourage public and private participation in preservation.~~

Objective 4.2:

Provide information about the City's historic district on the City's web site ~~for the citizens and visitors of the City of Dunnellon centralized facilities for the viewing, interpretation and enjoyment of Dunnellon history.~~

Policy 4.2.1:

~~Support the creation of a City of Dunnellon Historical Museum. Provide web links on the City's web site for information about the local historical society museum at the old train depot.~~

Objective 4.3:

~~Provide a series of publications designed to increase awareness of Dunnellon's historic resources, programs, standards, funding sources and other related information to be available to the public.~~

Policy 4.3.1:

~~Actively support and participate in cooperation with other organizations, the creation of tour maps of various areas of the city for walking, bicycling or driving tours.~~

Policy 4.3.2 Policy 4.2.2:

~~Make available to the public, at minimal cost, publications on the technical nature of historic preservation. Provide links on the City's web site to historic preservation publications and information, including the U.S. Secretary of the Interior Standards for Rehabilitation, The National Trust for Historic Preservation INFORMATION series, the National Park Service HOW TO series, and other appropriate literature.~~

Objective 4.4 4.3:

Encourage the participation of citizens in historic preservation activities, hearings, and workshops.

Policy 4.4.1 Policy 4.3.1:

~~Actively seek a variety of media sources to publicize information on the specifics of upcoming events. Provide information about the City's Historic Preservation Advisory Board meetings on the City's web site.~~

Policy 4.4.2 Policy 4.3.2:

Consider maintaining membership in local, state, and national historic preservation organizations and encourage participation in events, workshops or meetings by the local historic preservation advisory board, eCity staff, and other interested persons.

Objective 4.5 4.4:

Coordinate and cooperate with other private or governmental entities involved with historic preservation.

Policy 4.5.1 Policy 4.4.1:

~~Establish a means of exchange of information amongst private preservation support groups, other local governments, state preservation support groups, and state government. Exchange information, as needed, among private preservation support groups, other local governments, state preservation support groups, and state government.~~

Policy 4.5.2 Policy 4.4.2:

Consider becoming a Certified Local Government if steps are taken to adopt a historic preservation ordinance.

Policy 4.5.3 Policy 4.4.3:

Continue coordination, as needed, with the Division of Historical Resources, Bureau of Historic Preservation, Historic Preservation Advisory Council, and other agencies in identifying historic housing, and options available for maintenance or preservation of historically significant housing.

Policy 4.5.4:

~~Adopt land development regulations to require new housing development within or adjacent to historic or archaeological resources to be consistent with the neighborhood character or provide buffering to protect the historic character of such resources.~~

PUBLIC FACILITIES ELEMENT



Goals, Objectives, and Policies

PUBLIC FACILITIES ELEMENT ~~WASTEWATER TREATMENT~~ GOALS, OBJECTIVES, AND POLICIES

GOAL 1:

The City of Dunnellon shall ~~maintain a Capital Improvements program~~ ensure adequate public facilities at adopted levels of service for potable water, sewer wastewater, drainage stormwater management, and solid wastes to ~~service~~ serve existing and future development and protect natural resources.

Objective 1.1:

~~Prioritize capital improvements and implement~~ The City shall use the existing concurrency management system adopted in the land development regulations and other programs to maximize use of existing to ensure that public facilities are available to serve future development and discourage urban sprawl.

Policy 1.1.1:

Replacement, improvement, or expansion of facilities shall be coordinated with adopted level of service standards; and shall incorporate peak demand coefficients when determining capacity and demand. For potable water, wastewater, and solid waste public services, the City shall coordinate with the providers to ensure that adequate service and maintenance is being provided.

Policy 1.1.2:

Continue or strengthen existing maintenance programs for City-maintained ~~water, sewer and drainage facilities.~~

Policy 1.1.3:

~~The City of Dunnellon will continue its current program of using reuse effluent for spray irrigation.~~

Policy 1.1.4 Policy 1.1.3:

~~The City's shall consider, and adopt as appropriate, a means to~~ concurrency management system and the use of developer agreements or other mechanisms shall ensure that new development shares proportionate responsibilities in the provision of facilities and services to meet the needs of that development and maintain adopted level of service standards.

Policy 1.1.5 Policy 1.1.4:

All new development (other than bona fide agricultural uses) shall utilize central sewer and water when available as defined by the land development regulations. If central sewer and water facilities are unavailable, applicants for new development shall provide alternative private facilities for potable water and wastewater service and treatment. Consistent with Chapter 373.811, Florida Statutes, within a basin management action plan in effect for an Outstanding Florida Spring, on lots of one (1) acre or less, if a publicly owned or investor-owned sewerage system is not available, only the installation of enhanced nutrient-reducing onsite sewage treatment and disposal systems or other wastewater treatment systems that achieve at least 65 percent nitrogen reduction are authorized. Existing developed property~~ies~~ shall hook up to central sewer when available. ~~All new development (other than in the agricultural district) shall utilize central sewer and water.~~

Existing development shall hook up to central sewer within 90 days of availability.

Policy 1.1.6:

~~The City shall apply the criteria set forth in Future Land Use Policy 6.1 in determining the timing, extent and capacity of proposed capital improvements to extend water and sewer to service additional areas within the City and within its utility service area outside of the corporate limits of the City. The City shall ensure that new service or capacity improvements shall discourage urban sprawl based on the criteria set forth in Chapter 163, Florida Statutes.~~

Policy 1.1.7 Policy 1.1.5:

~~The City Manager, Public Works, and Building departments shall jointly develop procedures shall use its concurrency management system and information from public facility service providers to update facility demand and capacity information as development orders or permits are issued.~~

Policy 1.1.8 Policy 1.1.6:

~~Implement provisions through the Land Development Regulations, which The City shall ensure that development orders are not issued which lower level of service standards below adopted standards, in conformance with the concurrency requirements adopted in the Capital Improvement Element land development regulations.~~

Policy 1.1.9

~~The City will continue to require necessary on-site water system improvements to be completed at the expense of the property owner.~~

Policy 1.1.7:

~~The City of Dunnellon sold the City's potable water and wastewater utility systems to the Florida Governmental Utility Authority (FGUA) in an acquisition that closed on October 26, 2018. The City has no fiscal or operational responsibilities for the potable water and wastewater utility systems. All references to FGUA in this Comprehensive Plan should be interpreted to mean FGUA or its successor.~~

GOAL 2:

The City of Dunnellon's current wastewater service provider is Florida Governmental Utility Authority (FGUA). FGUA has the responsibility to provide ~~will secure~~ adequate capacity for treatment and disposal of wastewater, install and maintain adequate wastewater collection and transmission facilities, take steps to conserve water, protect aquifers and ground water resources, provide greater environmental protection, and maintain sufficient services for the sanitary sewer customers.

Objective 2.1:

The City of Dunnellon's wastewater service provider, FGUA, ~~will eliminate~~ is responsible for any existing deficiencies and hazards identified in the wastewater treatment facilities ~~and add additional facilities~~ and services to serve the future needs of the customers so that adopted LOS standards are maintained, consistent with the City's adopted LOS ~~concurrency management system~~.

Policy 2.1.1:

The City of Dunnellon hereby adopts an existing level of service standard for wastewater of ~~87~~ 89 gallons per day per person (average). Peak flow is assumed to equal 1.5 times average daily flow. Projected flows have been rounded to the nearest ~~tenth~~ whole number. Replacement, improvement or expansion of facilities shall be ~~coordinated with adopted level of service standards, and shall incorporate peak demand coefficients when determining capacity and demand~~ the responsibility of FGUA.

Policy 2.1.2:

For development where the Future Land Use Map of the comprehensive plan allows the use of septic tanks, ~~development orders shall not be issued prior to demonstration~~ an applicant must demonstrate that appropriate applications for permits for on-site wastewater treatment systems have been obtained from made with the Marion County Health Department in accordance with Chapter 10D-6, F.A.C., and other federal, state, and local agencies. Private septic tanks shall be performance based septic systems with drip irrigation for effluent disposal.

Policy 2.1.3:

~~The City Manager, Public Works, and Building department shall jointly develop procedures to update facility demand and capacity information as development orders or permits are issued.~~

Policy 2.1.4

~~The City shall continue to research the feasibility of reuse of water, including spray irrigation and graywater, for new public and private sewage treatment facilities and stormwater facilities. Where such uses are economically viable, physically feasible, and have the least environmental impact they shall be required~~

Policy 2.1.3:

For areas within city limits, any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per one (1) acre, the City, in coordination with FGUA (its wastewater utility provider), shall consider the feasibility of providing sanitary sewer services within a 10-year planning horizon. The feasibility analysis will include consideration of the following:

- a. Identifying the name and location of the wastewater facility that could receive sanitary sewer flows after connection;
- b. The capacity of the facility and any associated transmission facilities;
- c. The projected flow at that facility for the next 20 years, including new construction and connections of onsite sewage treatment and disposal systems to sanitary sewer;
- d. A timeline for the construction of the sanitary sewer system;
- e. Water quality risks associated with the continued use of septic systems; and,
- f. The potential costs to the City and/or property owners.

This analysis is dependent upon the cooperation of FGUA to provide the information about wastewater facility capacity, projected flows, construction timelines for the sanitary sewer system,

and potential costs to property owners who would have to hook up to the system. An existing analysis by the City of Dunnellon indicates that currently there are no residential developments of more than 50 lots that have more than one onsite sewage treatment and disposal system per one (1) acre within city limits.

If the analysis determines that it is feasible to provide sanitary sewer services to an applicable development, this shall not obligate the City or utility service provider to undertake or fund any improvements necessary to connect the development to the sanitary sewer system. Such improvements may be considered on a case-by-case basis by the utility services provider in coordination with the City with consideration of input from the residents of the area who potentially would be served by the sanitary sewer system.

Objective 2.2:

The City of Dunnellon will provide wastewater collection and transmission services to its residential and nonresidential customers through the expansion of the wastewater treatment facility and lines and otherwise through the use of performance-based septic systems where required by state law. The City of Dunnellon's final transfer of wastewater services to the Florida Governmental Utility Authority (FGUA) occurred on October 26, 2018. Wastewater services within city limits, including ownership and operation of collection and transmission services, shall be provided by the Florida Governmental Utility Authority (FGUA).

Policy 2.2.1:

All waterfront development shall utilize central sewer when available to the property. Waterfront property is property which borders the Rainbow River, Withlacoochee River, prairie ponds, borrow pits, wetlands, lakes, and other water bodies.

Policy 2.2.2:

Coordinate with Marion County in the establishment of the Rainbow River Sewer Taxing District, so that Dunnellon may participate in the District, and connection of service to existing developed areas within the City along the river.

Policy 2.2.2:

Expansion of sewer to unsewered areas shall be based upon the need for protection of water quality of the Rainbow River and Withlacoochee River; existing waterfront lots shall be given first priority the responsibility of FGUA.

Objective 2.3:

The City of Dunnellon will minimize wastewater resulting from infiltration and inflow.

Policy 2.3.1:

Estimates of infiltration and inflow will be made at least every five (5) years or as needed. Where economically feasible, system improvements will be made to reduce these levels. Records shall be held by the Department of Public Works.

Objective 2.4:

~~Funded with state or federal grants and low interest loans, the City of Dunnellon will expand, replace, and rehabilitate the central sanitary sewer system.~~

Policy 2.4.1:

~~The City shall continue applying for wastewater disposal loans and grants. Other options for funding shall also be researched and implemented if feasible, including:~~

- ~~A. Feasibility of using CDBG program monies for infrastructure improvements during the next grant cycle;~~
- ~~B. Application for available grants to assist in funding of sewer or water extension;~~
- ~~C. Technical and financial assistance from the Southwest Florida Water Management District under the Surface Water Improvement and Management program or Basin District under the Surface Water Improvement and Management program or Basin Board funding to correct the direct discharge of any untreated stormwater; and~~
- ~~D. Records shall be held by the Department of Public Works.~~

GOAL 3:

The City shall ~~provide contract~~ for solid waste disposal service in a sanitary, economic, and environmentally safe manner.

Objective 3.1:

Continue to ensure satisfactory and economical solid waste service for all City residents, with an emphasis on reuse and recycling.

Policy 3.1.1:

The City hereby establishes the following level of service standards for solid waste disposal facilities:

FACILITY TYPE	LEVEL OF SERVICE STANDARD
Solid Waste Landfill	5.3 <u>2.42</u> pounds per capita per day

Policy 3.1.2:

~~Continue the intergovernmental agreement with Marion County to ensure that the City's adopted level of service standards for solid waste disposal can be met by the County landfill.~~

Objective 3.2:

Reduce the amount of solid waste disposed per capita through waste reduction strategies that include waste prevention, source reduction, reuse, and recycling.

Policy 3.2.1:

The City shall maximize the use of solid waste facilities through implementation of a contracted residential recycling program with its solid waste collection provider ~~in accordance with the Solid Waste Management Act.~~

Objective 3.3:

The City shall prohibit the siting of solid waste and hazardous waste facilities within environmentally sensitive areas to minimize the water quality impacts from solid waste and hazardous waste facilities.

Policy 3.3.1:

The City shall ~~develop design~~ enforce existing land development criteria for the siting of solid or hazardous waste disposal, treatment, and transfer facilities within the City. The City may prohibit these facilities in areas shown to be in the unconfined area of the Floridan Aquifer, areas with surface waters, and areas with wetlands.

GOAL 4:

Develop and maintain a stormwater management system that minimizes flooding, protects, preserves, and enhances desirable water quality conditions, and, where possible, preserves and utilizes existing natural features.

Objective 4.1:

Ensure provision of adequate drainage and stormwater retention through level of service standards and design requirements to minimize flooding and to protect and improve water quality.

Policy 4.1.1:

The City hereby establishes the following water quantity and quality level of service standards for drainage facilities:

WATER QUANTITY LEVEL OF SERVICE STANDARD

The City shall enforce a 25-year frequency, 24-hour duration, design storm level of service for open basins and a 100-year, 24-hour duration level of service for closed basins as the basis for stormwater management system design for proposed new development and redevelopment projects, and for determining availability of facility capacity. Stormwater collection systems (including designs for minimum impacts to the natural water flow), transport systems, and allowable peak density rates shall meet requirements and specifications as defined in the City of Dunnellon ~~Land Development Code~~ land development regulations. Developers will also be required to analyze the ultimate effects of stormwater disposal for all storm events, up to and including the 100-year, 24-hour duration, storm event. In addition, developers ~~will~~ must comply, where applicable, with the SWFWMD flood control criteria for stormwater quantity and quality [~~Chapters 40D-4, 40D-40, and 40C-400, F.A.C.~~].

The demand for stormwater facility capacity by new development shall be determined based on the difference between the pre-development and post-development stormwater runoff characteristics (including rates and volumes) of the development site using the design storm level of service standard stated above and facility design procedures consistent with accepted engineering practice.

The City shall ameliorate the future discharge of inadequately treated stormwater runoff into waters and wetlands of the state by requiring that the first one-inch of runoff be retained on-site, or in the case of runoff entering any body of water designated an Outstanding Florida Water (OFW), the first one and a half inches shall conform to the standards used by SWFWMD and FDEP.

WATER QUALITY LEVEL OF SERVICE STANDARD

The water quality LOS standard shall be as required by the SWFWMD and FDEP. To ensure compliance with those requirements, receipt of a Water Management District permit or exemption letter shall demonstrate compliance with these standards.

Policy 4.1.2:

The City shall require the construction of roads within new plats or replats to be arranged so that the grades of the streets shall conform as closely as possible to the original topography to prevent the interruption of natural drainage flows, including sheet flow and flow to isolated wetland systems.

Policy 4.1.3:

~~Establish minimum design and construction standards for all new development, which ensures that post-development runoff rates do not exceed pre-development runoff rates, with the following minimum standards:~~

- ~~A. All waterfront development shall use methods of stormwater treatment which filter the first one and a half inch of stormwater runoff of the site prior to direct discharge into surface waters, consistent with SWFWMD and DEP rules for Outstanding Florida Waters. Through the site plan review process, development of single-family homes on existing platted lots along the river shall be required to have the lot graded in a manner to minimize runoff. Single-family lot owners shall be directed to reduce fertilizer and other pollutant runoff into the river through educational programs.~~
- ~~B. Encourage the use of pervious pavement for parking lots. Require grass or pervious turf block for deferred parking areas, including overflow and seasonal parking.~~
- ~~C. Enforce the impervious surface ratios for development and redevelopment listed in Aquifer Protection Element Policy 5.7~~
- ~~D. Require that new development utilize appropriate techniques during construction to minimize erosion.~~
- ~~E. Require that all necessary federal, state and county permits for stormwater and surface water management are obtained prior to issuance of development orders.~~
- ~~F. Water collected in agricultural drainage systems shall be routed through vegetated areas,~~

~~such as field borders or grassed swales, prior to discharge to the river.~~

Policy 4.1.4 Policy 4.1.3:

The City shall require a certification, by the preparer of the permit plans, that all construction activity undertaken shall incorporate erosion and sediment controls during construction.

Policy 4.1.5:

~~Through intergovernmental agreements with FDOT and the County, ensure that existing drainage structures owned and maintained by those entities perform in accordance with level of service standards.~~

Policy 4.1.6 Policy 4.1.4:

Future ~~improvements or~~ widening of the City's roadways and expansions to drainage structures will include retrofitting for stormwater treatment.

Policy 4.1.7:

~~The City shall seek funding sources for improvement of existing stormwater outfalls, such as stormwater utility districts, or alternative methods of reducing stormwater pollution, such as street cleaners.~~

Policy 4.1.8:

~~The development of any new project along the rivers shall provide a stormwater management system including retention/detention areas, swales and other devices, which filter out pollutants before the stormwater enters the river.~~

Policy 4.1.9:

~~Water collected in agricultural drainage systems shall be routed through vegetated buffer areas, such as field borders and grassed swales, to provide treatment consistent with SWFWMD standards.~~

Policy 4.1.10 Policy 4.1.5:

Redevelopment plans shall include site design providing for stormwater treatment on-site.

Objective 4.2:

The City shall ~~implement~~ maintain design guidelines in the land development regulations for stormwater management facilities to promote dual use, protect natural features, and provide aesthetically pleasing facilities.

Policy 4.2.1:

Stormwater facility design shall incorporate Best Management Practices, including the following features, where practicable:

- A. Joint use of retention and detention basins for passive recreation, habitat, and open space.
- B. Use of vegetation, such as cypress and river birch, in retention and detention basin to enhance stormwater management objectives.
- C. On-site retention and detention facilities shall be integrated with other elements of the proposed development through aesthetically sensitive design and the use of landscaping.
- D. Maintain and enhance the existing hydrological and ecological function of stream or drainage corridors or wetland areas which serve stormwater facilities.

GOAL 5:

~~Provide~~ Ensure an adequate supply of high-quality potable water, through FGUA, the City's potable water facilities service provider, ~~to customers throughout the service area~~ areas within city limits.

Objective 5.1:

Achieve and maintain acceptable levels of service for potable water quantity and quality consistent with the City's adopted concurrency management system.

Policy 5.1.1:

~~Capital improvement projects needed for replacement or correction of existing deficiencies in the community potable water service area shall be given priority over providing for future facilities needs, if they are imminently needed to protect the public health and safety and if existing facilities are not meeting maintenance or operation level of service standards adopted herein.~~

Policy 5.1.2 Policy 5.1.1:

The City establishes the following level of service standards for potable water:

- A. Quality: Compliance with all applicable standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP).
- B. Quantity: System-wide potable water distribution and treatment will be sufficient to provide a minimum of ~~125~~ 133.4 gallons per capita per day on an average annual basis. ~~Plant expansion shall be planned in accordance with Florida Administrative Code.~~

Policy 5.1.3 Policy 5.1.2:

Replacement, improvement, or expansion of potable water facilities shall be ~~coordinated with adopted level of service standards, and shall incorporate peak demand coefficients when determining capacity and demand~~ the responsibility of FGUA.

Objective 5.2:

Implement water conservation programs and strategies, as needed.

Policy 5.2.1:

The City will require water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots, and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

Policy 5.2.2:

Use, as available and feasible, of the lowest quality water available for appropriate uses, through water storage systems (i.e., rain barrels) and gray (reclaimed) water supply facilities.

Policy 5.2.3:

The City shall require compliance with the Southwest Florida Water Management District regarding irrigation practices and other water restrictions measures.

Policy 5.2.4:

~~The City shall investigate the feasibility of the installation and use of a reclaimed water system. If investigations find the installation and use of reclaimed water to be feasible, the City shall implement a reclaimed water system~~

Policy 5.2.4:

Coordinate with the Southwest Florida Water Management District (SWFWMD) and FGUA to ensure the City and its residents comply with the requirements for water conservation during times of water shortage.

Policy 5.2.5:

Coordinate with SWFWMD and FGUA in development of organized procedures to be followed during emergency water supply interruptions.

Policy 5.2.6:

Participate, as needed, in water conservation and protection programs of the SWFWMD and FGUA.

Objective 6:

Adopt a water supply plan consistent with Chapter 163.3177(6)(c)4. F.S. requirements.

Policy 6.1:

The Dunnellon Water Supply Facilities Work Plan 2025-2035 is hereby adopted by reference. Within 18 months after the governing board of the SWFWMD approves an updated regional water supply plan, the City shall update its Water Supply Facilities Work Plan and amend its Comprehensive Plan, as needed.

GROUNDWATER AQUIFER RECHARGE PROTECTION ELEMENT



Goals, Objectives, and Policies

GROUNDWATER AQUIFER RECHARGE PROTECTION ELEMENT

GOALS, OBJECTIVES, AND POLICIES

GOAL:

Protect, maintain, and ~~restore~~ preserve the function of natural groundwater Floridan Aquifer recharge areas in the city to ensure the quality and availability of potable water resources and water supply for present and future generations.

Objective 1:

Land development regulations shall include siting requirements for land use which assist in the protection of groundwater aquifer recharge and protection of existing and future groundwater supplies.

Policy 1.1:

Well/Wellhead Protection Area (WHPA) requirements for a qualified Community Water Systems (CWS), as defined by ~~Chapter 62-521.200(1), FAC~~ in Florida Statutes, shall be maintained to provide protection of existing and proposed wells from contamination for the design life of the facility. When multiple wells are existing and/or suitable planned for future service, in lieu of a WHPA for each individual well, a wellfield protection area approach may be used, provided the identified Wellfield Protection Area encompasses all existing and planned wells to be used by the qualified CWS.

Policy 1.2:

Qualified CWS WHPAs shall be consistent with Marion County's WHPA requirements and are defined and established as listed ~~below~~ in the land development regulations, and on "Map 3 - Existing Cone of Influence for Wellfields" incorporated herein as part of the Future Land Use Map Series.

ZONE	~~Community Water System (CWS) (FAC 62-521.200(1))~~ ~~(Municipal/Local Government, Community or Special District, PFSC Regulated Utility)~~
Primary	$\leq 100'$
Secondary	$>100'$ to $\leq 500'$
Tertiary	$>500'$ to $\leq 1,000'$

Policy 1.3:

~~New development shall meet any relevant~~ The City shall review the Southwest Florida Water Management District's regulations regarding high aquifer recharge areas on an annual basis. In case of changes to these regulations, amendments shall be made to the Land Development Code to reflect the new regulations set forth by the water management district.

Policy 1.4:

The City shall maintain land development regulations regarding the placement and establishment of new land uses and development for WHPAs, at a minimum consistent with Chapters 62-521, 62-532, 62-555.312, and 62-610.200, FAC, as may be amended.

Objective 2:

~~Implement water quality protection strategies for the two springsheds that exist in Dunnellon.~~

Policy 2.1:

~~The City will discourage the sale and use of fast release pesticides and fertilizers within city limits through educational programs.~~

Policy 2.2:

~~The City should provide funding for programs which assist in educating residents about proper use of fertilizers and irrigation practices.~~

Policy 2.3:

~~The City will incorporate the principles of the Florida Yards and Neighborhoods Program into local landscaping ordinances.~~

Objective 3 2:

Restrict land use activities that have the potential to pollute public water supply facilities and/or the Floridan Aquifer.

Policy 3.1 Policy 2.1:

Control point sources of groundwater pollution by implementing land development regulations to restrict any land use that will diminish groundwater quality and quantity. ~~The following land uses shall be regulated to reduce potential impacts:~~

- ~~A. Vehicle sales, repair, rental, storage, or maintenance;~~
- ~~B. Hazardous waste facilities;~~
- ~~C. Buildings larger than 80,000 sq. ft.;~~
- ~~D. Drive-up facilities;~~
- ~~E. RV Parks.~~

Policy 3.2 Policy 2.2:

The City shall continue to regulate land uses within wellhead protection areas as delineated in the land development regulations.

Objective 4:

Maintain reasonable and appropriate potable water usage (125 gal/person/day) consistent with the current Conservation Element amendments of the Comprehensive Plan.

Policy 4.1:

The City will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low volume commodes, water flow restrictions for showers and spigots, and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

Policy 4.2:

Use of the lowest quality water available for appropriate uses, through water storage systems (i.e. rain barrels) and gray (reclaimed) water supply facilities.

Policy 4.3:

The City shall require compliance with the Southwest Florida Water Management District regarding irrigation practices and other water restrictions measures.

Policy 4.4:

Participate in water conservation and protection program of the Southwest Florida Water Management District.

Policy 4.5:

Require the use of native vegetation in landscaping, which reduces irrigations needs.

Policy 4.6:

Coordinate with the Southwest Florida Water Management District to ensure the City and its residents comply with the requirements for water conservation during times of water shortage.

Policy 4.7:

Maintain a water conservation program which includes: progressive rate structures; leak detection and remediation programs; and educational programs.

Policy 4.8:

Coordinate with the Southwest Florida Water Management District in development of organized procedures to be followed during emergency water supply interruptions.

Policy 4.9:

Enforce state laws requiring low volume plumbing fixtures for new construction through building permit procedures.

Policy 4.10:

~~Participate in water conservation and protection programs of the SWFWMD, and seek assistance in the development of a water shortage plan, which establishes preparations for emergency water supply interruptions. Develop mechanisms to ensure appropriate procedures are followed during district declared and local emergency water supply interruptions, as required by Chapter 373.609, Florida Statutes by establishing chain of command communication between the Southwest Florida Water Management District, the City Manager, public utilities director, plant operators, newspapers, law enforcement and local citizens. Information on water shortage and conservation programs shall be disseminated through the monthly billing statement.~~

Objective 5 3:

Limit the use of impervious surfaces to increase land availability for aquifer recharge.

Policy 5.1 Policy 3.1:

~~Design of new developments shall minimize impervious surface areas to the maximum extent feasible. parking lots, sidewalks, buildings, and other impervious surfaces shall minimize connections between impervious surfaces through the following techniques:~~

- ~~A. Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of the water;~~
- ~~B. Directing flows from paved areas to vegetated areas;~~
- ~~C. Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and~~
- ~~D. Breaking up flow directions from large paved surfaces.~~

~~Not all techniques may be required to accomplish the requirement to minimize connections.~~

Policy 5.2 Policy 3.2:

Porous pavement materials, such as pervious concrete, pervious asphalt, or other pervious or porous materials shall be used, to the greatest extent feasible, to minimize the amount of impervious surface within all development.

Policy 5.3 Policy 3.3:

~~The City shall encourage~~ Implement innovative site design techniques, which protect the aquifer and maintain aquifer recharge capabilities, such as ~~cluster development~~, pervious pavement, green development, water and energy efficient development, and additional open space above the minimum requirements in the land development regulations.

Objective 6 4:

Provide for the management of hazardous waste in order to protect environmental quality, potable water supplies, and the health, safety, and welfare of Dunnellon's population. This shall be achieved by implementing monitoring and other regulatory programs and through policies for siting of new land uses involving hazardous waste.

Policy 6.1 Policy 4.1:

The City shall cooperate with any state, federal, or local programs concerning hazardous waste.

Policy 6.2 Policy 4.2:

Prior to any activity that stores, uses or produces hazardous waste, the responsible party shall:
follow the requirements in the land development regulations.

- ~~A. — Develop an emergency response system addressing accidents involving hazardous waste.~~
- ~~B. — Ensure that location of the site will not degrade quality of groundwater or surface water or other natural resources.~~
- ~~C. — Ensure DEP standards for transfer, handling, and storage of hazardous waste are implemented by undergoing review and approval under the Marion County Storage Tank Program.~~
- ~~D. — Coordinate with State, Regional and County officials to demonstrate that compliance with the above requirements will satisfy all regulations and policies.~~

Policy 6.3

~~Promote the collection and recycling of hazardous wastes by providing public information and programs such as Amnesty Days and the locations of approved recyclers.~~

Policy 6.4 Policy 4.3:

Underground storage tanks shall be regulated by the City's land development regulations and applicable State and Marion County regulations.

- ~~A. — All new underground storage tanks within the City shall be required to provide a double lining, consistent with DEP rules. All land use requests for installation of underground storage tanks shall not be issued development orders until approved by the Marion County Underground Storage Tank Program to ensure consistency with DEP rules.~~
- ~~B. — All existing underground storage tanks within the City shall be inspected annually in accordance with the Marion County Underground Storage Tank Program. Existing hazardous substance storage tank systems shall be required to meet performance standards of DEP Rules.~~
- ~~C. — Prior to permitting of demolition or redevelopment of land uses which contain underground storage tanks, the developer shall be required to submit closure plans consistent with DEP Rules, to the Marion County Underground Storage Tank Program officials for prior approval.~~
- ~~D. — Should the City police, fire department, public works personnel or other staff become aware of any spills throughout the City, the Public Works Director shall report the information within 24 hours to the Marion County Underground Storage Tank Program and request assistance under the program towards enforcement of cleanup procedures.~~
- ~~E. — Above ground storage tanks systems shall meet the standards of DEP Rules.~~

Policy 6.5

~~Owners of existing underground storage tanks within 1000-foot radius of any public potable water~~

~~well shall monitor groundwater quality and report quarterly to the City. Any tank found to be leaking shall be required to report within 24 hours to the Marion County Storage Tank Program.~~

Policy 6.6 Policy 4.4:

The City shall verify that adequate potable water supplies are available, consistent with adopted level of service standards, prior to issuing development orders.

Policy 6.7 Policy 4.5:

Coordinate with SWFWMD in the protection of aquifer recharge areas after such information on prime recharge areas is made available. ~~As soon as such information becomes available, the City shall amend the comprehensive plan to protect prime recharge areas. As an interim measure, the following impervious surface ratios shall apply to new development and redevelopment: all new subdivisions and nonresidential development shall provide a minimum of 35 percent pervious (porous) open space or green area, except within the historic district.~~

CONSERVATION ELEMENT



Goals, Objectives, and Policies

CONSERVATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

To manage, conserve and protect Dunnellon's natural resources through a balance of ~~man's~~ human activities with sound environmental practices.

AIR QUALITY

Objective 1:

The City of Dunnellon currently enjoys good ambient air quality. However, the City recognizes air quality may be negatively affected by future land uses. Therefore, it is the City's objective to maintain existing high standards of ambient air quality within the planning timeframe.

Policy 1.1:

All proposed ~~commercial~~ non-residential development which may impact air quality shall undergo the site plan review process, where the following standards shall be enforced:

- A. Any proposed industrial uses will be located in areas deemed to have the least impact on air quality standards.
- B. The applicant shall include documentation that ambient air quality in the City will not be lowered.
- C. The applicant shall use adequate landscaping to promote air quality and effectively reduce noise and view impacts to adjacent property.

Policy 1.2:

The City shall promote the use of alternative modes of transportation where economically feasible, including bicycle paths and walking trails.

Policy 1.3:

The City shall cooperate with any local, state, or federal agency programs, which monitor or otherwise contribute to maintenance of air quality.

~~SURFACE WATER QUALITY~~ AND WETLANDS

Objective 2:

The Rainbow River and Withlacoochee River are irreplaceable recreational and aesthetic resources to the City. The City shall ensure that existing and future land uses do not contribute to a decrease in surface water quality, through enforcement of the following policies and through requirements for development and density limitations according to provision of central sewer facilities and criteria for site plan review.

Policy 2.1:

The surface waters of the City, including lakes, rivers, and wetlands, shall be designated conservation as environmentally sensitive areas. The following requirements shall apply to property along rivers, navigable coves, and abutting wetlands:

- A. All waterfront development shall use methods of stormwater treatment which filter stormwater prior to direct discharge into surface waters, consistent with SWFWMD and DEP rules for Outstanding Florida Waters.
- B. The land development regulations shall establish M~~minimum setbacks of not less than 150 feet~~ from the ordinary high water line of rivers, navigable coves, and abutting wetlands ~~shall be established~~ for all development along the rivers. This area shall be known as the river corridor protection area as designated in the land development regulations.
- C. All development permits shall be conditioned upon an applicant obtaining all necessary state and federal permits before commencement of the development.
- D. No dredging or filling will be allowed in wetlands to preserve their natural functions, except where impact is unavoidable and no other alternative exists. Mitigation will be considered as a last resort, and the applicant must demonstrate that the project is in the public interest consistent with Section 373.414(1) F.S. and in accordance with all State and federal permitting requirements. ~~where prohibition would deny all reasonable use of the property; in such cases, activities meeting this standard shall replace wetlands by type, form and function according to the standard imposed by the applicable state or federal agency.~~
- E. Clearing of shoreline and wetland vegetation within 150 feet of the ordinary high water line shall be limited to that required to provide access to the shoreline; in no case shall clearing exceed 10 percent of the total shoreline of each property that which is allowed by permit.
- F. ~~The removal of healthy, non-nuisance trees shall be in accordance with the tree ordinance.~~ Tree removal shall be in accordance with the provisions in the Code of Ordinances.
- G. No hazardous, toxic, or chemical materials, petroleum, nuclear waste, or liquid sludge shall be discharged into lakes, rivers, or wetlands. Storage of bulk hazardous wastes, No bulk hazardous wastes, including septic tank effluent or liquid sludge near to the edge of rivers shall be regulated by minimum setbacks from the ordinary high water line as established in the land development regulations, stored within 1,000 feet of the rivers' edge (ordinary high water), except those that obtain appropriate permits by from DEP.
- H. ~~The construction of n~~New boat ramps along the rivers shall ~~be designed to direct runoff away from the river~~ incorporate stormwater management features that: prevent pollutant discharge to surface waters, including: vegetated treatment areas; use of pervious pavement, where feasible; and use of drainage systems that direct runoff to appropriate treatment facilities before discharge.
- I. Any development adjacent to surface waters shall incorporate Best Management Practices (BMP) for stormwater treatment and for any permissible application of fertilizers and pesticides.

Policy 2.2:

~~Minimum setbacks of not less than 50 feet from water bodies and wetlands outside of the river corridor protection area shall be required for all development.~~ Outside the river corridor protection

area, as defined in the land development regulations, the City shall establish in the land development regulations minimum setbacks from water bodies and wetlands.

Policy 2.3:

The City shall coordinate with the Southwest Florida Water Management District Surface Water Management and Improvement Program (SWIM) program regarding continuing measures or funding sources available for preservation of the Rainbow River.

Policy 2.4:

The City will ~~discourage the sale and use of fast release pesticides and fertilizers within city limits through educational programs~~ continue to regulate fertilizer use and application through standards established in the land development regulations.

Policy 2.5:

The City shall prohibit any commercial water withdrawal or diversion of the Rainbow River and the Withlacoochee River.

Objective 3:

The City of Dunnellon is enrolled in the Federal Emergency Management Agency Flood Insurance Program, which designates areas where flooding may incur hazards to public safety and property. In order to reduce such hazards, the City shall continue to enforce its existing floodplain management ordinance, and, to ensure the optimum level of enforcement of the ordinance, maintain mandatory site plan review criteria and additional requirements for development within the floodplain.

Policy 3.1:

All proposed development in the flood plain shall provide compensatory storage of floodwater to ensure other areas do not become flood-prone.

Policy 3.2:

Development meeting the criteria in Policy 3.1 shall be permitted if the finished elevation of first floor construction is at least one (1) foot above the 100-year flood elevation.

Policy 3.3:

Criteria for development in the floodplain shall include the use of anchoring to prevent flotation, use of piers and breakaway walls, protection of water quality and habitat functions of the floodplain, and other criteria deemed necessary by the City to protect public health and safety. Septic tanks shall be prohibited in the 100-year floodplain.

LAND RESOURCES

Objective 4:

At this time, there are no areas within the City considered suitable for extraction of minerals. However, it is the City's objective to conserve, protect, and appropriately use mineral resources

within the City, through enforcement of the following policy:

Policy 4.1:

No mining activities will be allowed within City limits.

Objective 5:

The soils of Dunnellon are subject to erosion problems; areas undergoing development activity are especially prone to wind erosion. It is the City's objective to protect soils through incorporation of the following requirements and criteria for site plan review.

Policy 5.1:

The City shall require that "Best Management Practices" be followed during development activities:

- A. Use of hay bales or other effective means to prevent erosion on areas of steep slope shall be required.
- B. Shorelines and wetlands shall be protected with filter berms or fabric screens, as appropriate to prevent siltation into water bodies and wetlands;
- C. All site preparation and landscaping, as shown on the site plan if required for new development, shall be completed prior to certificate of occupancy.
- D. Other best management practices may be required by the City where needed to reduce or eliminate erosion.

Policy 5.2:

All landscaping within 150 feet of the ordinary high-water line of the rivers shall be native and / or naturalized that ensures the stabilization of soils. The planting of species listed on the Florida Exotic Pest Plant Council's *Invasive Plant List* is prohibited.

Policy 5.3:

Stabilization of banks shall be accomplished by the planting of native and / or naturalized vegetation or use of riprap, and not by seawalls; construction of new seawalls is prohibited, except as allowed by permit.

Policy 5.4:

Existing seawalls may be maintained and repaired consistent with requirements in the land development regulations and as permitted ~~requiring maintenance and repair shall be faced with riprap for stabilization and prevention of undercutting and erosion.~~

Policy 5.5:

The City shall require the use of best agricultural practices on agricultural land to minimize erosion and ensure compatibility with protection of natural systems according to the requirements of the applicable permitting authority.

FLORAL AND FAUNAL RESOURCES

Objective 6:

Manage, conserve, and protect all natural communities and wildlife, especially species designated of special status by the Florida Fish and Wildlife Conservation Commission, Florida Department of Agriculture and Consumer Services, and U.S. Fish and Wildlife Service, through the following requirements and site plan review process.

Policy 6.1:

Require innovative techniques for new development to protect wildlife species, through site design methods which direct development away from wildlife, ~~such as buffering, cluster housing, and other methods.~~

Policy 6.2:

~~The City may~~ Provide incentives for the establishment of conservation easements and preservation areas for new development of private and public lands containing endangered, threatened, or species of special concern on-site.

Policy 6.3:

Coordinate with Federal, State, and local agencies in enforcement of regulations that pertain to endangered, threatened and species of special concern.

Policy 6.4:

Ensure that development design mitigates any negative impacts through management plans which include Best Management Practices. The City shall seek assistance, as appropriate, from the Florida Fish and Wildlife Conservation Commission prior to approval of new development in areas known to be inhabited by endangered or threatened species.

Policy 6.5:

Enforce regulations, which restrict disturbance of wetlands by development activity; including requiring setbacks, prohibiting dredge and fill, requiring mitigation ~~at the rate of two (2) acres of wetlands for each one (1) acre of disturbed wetlands~~ in accordance with the Uniform Mitigation Assessment Method (UMAM) procedure, unless a stricter standard is imposed by a state or federal agency, and limiting vegetation clearing.

Policy 6.6:

Encourage use of native and / or naturalized species for landscaping of new development, while prohibiting planting of invasive or aggressive exotic vegetation, including, but not limited to, Brazilian pepper, melaleuca, ear tree, and Australian pine.

Policy 6.7:

Enforce the tree protection ~~ordinance~~ standards in the Code of Ordinances, for the protection of native species, and elimination of invasive exotics.

Policy 6.8:

Implement and enforce policies in the Future Land Use Element, which limit density and intensity of development of areas, designated for conservation on the Future Land Use Map.

- A. Proposed new development areas in non-jurisdictional uplands, Non-jurisdictional uplands, as determined by SWFWMD, FDEP, or USACOE, shall be investigated for the possibility of plant and animal species of special concern through the databases of the Florida Fish and Wildlife Conservation Commission and the Florida Natural Areas Inventory. Should either of these databases banks show a probability of listed species, the property should be ground-truthed by an environmental assessment submitted to the City as part of a development application. If evidence of listed species is found, the City shall consider an amendment to the Future Land Use Map to designate the area as “conservation” land use. A wildlife a management plan consistent with Policies 6.3 and 6.4 shall be implemented required.

Policy 6.9:

Cypress trees shall be protected and subject to removal only in extenuating circumstances which are enumerated and regulated by City ordinances the City’s Code of Ordinances.

Policy 6.10:

The City shall coordinate with Federal, State, and local programs for the protection of the most vulnerable ecological communities, including acquisition through state and federal programs.

Policy 6.11:

Development projects directly adjacent to the Rainbow and Withlacoochee Rivers shall be required to provide an inventory of endangered or threatened animal species and measures to mitigate adverse impacts.

Policy 6.12:

The City shall maintain coordination with all agencies having natural resource management plans, including the Department of Environmental Protection (which has jurisdiction over the Rainbow River Aquatic Preserve and Outstanding Florida Waters) and Florida Freshwater-Fish and Wildlife Conservation Game Commission (which has jurisdiction over fisheries and endangered species), and Southwest Florida Water Management District which has nominated included the Rainbow River to in the Surface Water Improvement and Management Program.

Policy 6.13:

The City shall coordinate with Marion County, Citrus County, the Department of Economic Opportunity Commerce, and the North East Central Florida Regional Planning Council regarding any resource management plans initiated by those agencies.

Policy 6.14:

The City shall adopt land development regulations to provide development standards for protection of sandhill upland habitats that, at a minimum, reflect the DEP and SWFWMD standards.

GROUNDWATER AND POTABLE WATER RESOURCES

Objective 7:

Protect, maintain, and restore water quality and quantity within the springsheds of the Rainbow Springs and Crystal River/Kings Bay Group in order to maintain and protect environmental, economic, recreational, and natural functions of springs as fragile resources necessary for sustaining the quality of life.

Policy 7.1:

In order to minimize the contribution of nitrates to groundwater with its resultant effects on increased growth of vegetation in the springs and rivers and loss of water clarity, and to foster long-term stewardship of springs, the City shall adopt special design standards and best management practices (BMPs) in the land development regulations, as appropriate to City needs and characteristics, for all development located within the City of Dunnellon.

- A. All development, except as exempted in the land development regulations for lots of record recorded on or before October 27, 2008, shall comply with the following setback standards established in the land development regulations.:

TABLE 7.1.1 Setback Standards from Specific Features.

Feature	Minimum Setback (Feet)
~~3rd magnitude and smaller springs~~	~~100~~
~~Spring runs and rivers~~	~~150~~

- ~~1. The minimum setbacks set forth in this Policy and in Policy 2.1.B for lots of record recorded on or before October 27, 2008, shall be 25 feet or other setback set forth in any deed restriction or on any plat; provided, however, that the setback shall prevent erosion, trap the sediment in runoff, and filter out nutrients.~~
 - ~~a. The setback from springs and spring runs shall be measured from the ordinary high water line.~~
 - ~~b. Where a lot of record is too small to accommodate development in compliance with the setbacks set forth in Table 7.1.1, an allowable use may be established provided that it complies with the river corridor protection standards established by the city. Standards established by the City shall incorporate the following principles:~~
 - ~~• The building and associated paved areas are located the maximum distance possible from the features listed in Table 7.1.1.~~
 - ~~• A swale and berm are located between the development and the spring, spring run, or river, and~~
 - ~~• The swale and berm are designed to direct drainage away from the feature.~~
- B. The City shall consider and adopt, as appropriate, regulations to minimize potential adverse impacts of development on environmentally sensitive lands. Development applications that may impact karst features will be required to provide geophysical analysis

with at least the following information: the characteristics of on-site soils, locations of geologic features including sinkholes, depressions, and swallets; depth of the water table; location of the Floridan Aquifer relative to ground surface and thickness and extent of the bedrock or other confining layers over the aquifer.

- C. Where a geophysical analysis confirms a direct connection to the aquifer, a comparative nitrate loading analysis shall be prepared by a licensed professional geologist using professionally acceptable methodology based on the designation on the Future Land Use Map at the time of proposed development, considering the maximum intensity possible under the proposed land use designation. The analysis must demonstrate that there is no significant and measurable net increase in nitrate loading to groundwater. The analysis shall also demonstrate that there will be no stormwater discharge into any sinkholes.

Policy 7.2:

Landscaping design and maintenance practices shall be implemented that reduce impacts to land in the City.

- A. Removal of vegetation shall be limited to the minimum necessary to accommodate development. Buildings and other disturbed areas shall be located to avoid removal of native vegetation to the maximum extent feasible.
- B. Native, Florida friendly or naturalized species shall be used in all landscape areas in order to avoid or minimize the use of irrigation and fertilizers.
- C. The land area within the required setback set forth in ~~Table 7.1.1~~ Policy 7.1 (as established in the land development regulations) is designated as a buffer and all native vegetation shall be retained, except for minimal removal necessary to provide for pedestrian paths or boardwalks. Paths and boardwalks shall not exceed four (4) feet in width except where required for compliance with the Americans with Disabilities Act and shall not be paved.
- D. All landscaping for development in the City shall conform to the best management practices as stated in ~~the Guidelines for Model Ordinance Language for Protection of Water Quality and Quantity Using Florida Friendly Lawns and Landscapes. Florida-Friendly Landscape Guidance Models for Ordinances, Covenants, and Restrictions.~~ (Florida Department of Environmental Protection and University of Florida, ~~September 2, January 2009.~~)
- E. The City shall establish guidelines for managing existing and future lawns and landscapes at all City facilities using the educational guidelines ~~contained in~~ provided by the University of Florida IFAS Program Extension's Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles and Best Management Practices. Such guidelines shall include practices that are designed to reduce nitrate infiltration into ground and surface water.

Policy 7.3:

~~The City shall initiate discussions with Marion County, SWFWMD, DEP and other appropriate entities regarding preparation of a carrying capacity study for uses of the Rainbow River. When such a study is prepared, the City will amend its Comprehensive Plan and adopt implementation~~

~~mechanisms consistent with the study.~~ When carrying capacity studies for uses of the Rainbow River and Withlacoochee River are prepared, the City will coordinate with the appropriate entities on the results and proposed solutions.

Policy 7.4:

Protect groundwater recharge areas and wellhead protection areas as specified in the Aquifer Protection Element.

Policy 7.5:

The City shall continue to coordinate with the FDEP, SWFWMD, Marion County, and other appropriate entities regarding implementation of BMAP strategies and management actions to achieve the targeted reductions in nitrogen loading to Rainbow Springs Group and Rainbow Springs Group Run. ~~The City will prioritize capital improvements set forth in BMAP for inclusion in the 5-Year Capital Improvement Schedule in accordance with the Capital Improvements Element prioritization policies and will fund such improvements to the extent fiscally achievable by the City.~~

RECREATION AND OPEN SPACE ELEMENT



Goals, Objectives, and Policies

RECREATION AND OPEN SPACE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

To provide ~~adequate public and private recreation facilities to meet the needs of~~ recreational and open space opportunities and facilities for Dunnellon residents and visitors.

Objective 1:

Provide and manage land, recreational facilities, and parks to ~~meet adopted level of service standards~~ improve quality of life and support recreational tourism in Dunnellon.

Policy 1.1:

~~The City shall maintain a level of service standard of 2 acres per 1,000 population for its neighborhood parks, defined as fewer than five acres. The City shall not implement recreation concurrency or adopt LOS standards for regulatory purposes. This policy does not limit the City's ability to utilize discretion in approving or denying developments where there are open space or recreational requirements set in the land development regulations.~~

Policy 1.2:

~~The City shall maintain a level of service standard of 2 acres per 1,000 persons for its community parks, defined as five acres or more.~~

Policy 1.3:

~~New residential developments shall comply with the City's concurrency management requirements.~~

Policy 1.4 Policy 1.2:

The City will periodically evaluate whether to adopt a Recreation/Parks impact fee.

Policy 1.5 Policy 1.3:

~~The City will research the feasibility of acquiring right-of-ways for recreational facilities such as hiking trails, greenways, and on-road biking facilities as shown on the City of Dunnellon Bicycle, Pedestrian and Bluewater Master Plan.~~

Objective 2:

Ensure that existing City of Dunnellon public recreation facilities are managed and maintained available to all for use by residents and visitors.

Policy 2.1:

Allocate sufficient funding in the Capital Improvements Element and annual capital and operating budget to adequately maintain existing park and recreation facilities.

Policy 2.2:

The City shall research various forms of funding to support land acquisition and facilities for

resource and riverfront protection, parking, beach improvements, and provision of children's play apparatus, including: acquisition of adjacent properties and facilities through private and public donations, fund raisers, and matching grant programs.

Policy 2.3:

The City shall continue to coordinate with the State and Marion County on capital and operational/maintenance funding for ~~initial capital improvements, and maintaining and operating the Dunnellon Sports Complex year-round~~ recreation facilities.

Policy 2.4:

The City periodically shall assess the feasibility of developing improved, public recreational facilities at all City parks.

Objective 3:

~~Ensure~~ Reasonable public access to City of Dunnellon recreation sites and facilities, including freshwater beaches and shores, are accessible to all of shall be provided consistent with applicable federal and state requirements such as, but not limited to, building codes, accessibility requirements, etc. Dunnellon's residents.

Policy 3.1:

Bicycle facilities, including connections to parks and schools, ~~shall~~ may be required of new development, ~~where the development is adjacent to or includes lands on which future bicycle facilities have been identified on the City of Dunnellon Bicycle, Pedestrian and Bluewater Master Plan.~~

Policy 3.2:

Design criteria in the land development regulations and/or applicable federal or state requirements shall ensure reasonable accessibility to recreation facilities for all residents and visitors.

Policy 3.3:

Road improvement programs ~~shall~~ may include sidewalks and bicycle facilities, where feasible, in order to provide access to recreation sites and facilities.

Policy 3.4:

Coordinate with DEP Office of Greenways and Trails to facilitate recreational access and trail connectivity.

Policy 3.5:

Bicycle parking facilities shall be included at all new public and private parks as part of their initial development, ~~and at all existing parks.~~

Policy 3.6:

Continue coordination mechanisms with the Marion County Sheriff's ~~Department~~ Office, the Florida Fish and Wildlife Conservation Commission, and other agencies to ensure enforcement of laws and regulations governing the use of the Rainbow and Withlacoochee ~~Rivers~~.

Objective 4:

The City shall regulate conservation areas identified on the Future Land Use Map and ensure the provision of open space by both public agencies and private enterprises.

Policy 4.1:

The City shall promote the designation of open space and natural areas through adoption of land development regulations, which require that all new multi-family and non-residential development and all new subdivisions provide a minimum, ~~of 30 percent,~~ amount of usable open space or green area, except in the historic district, as regulated in the land development regulations.

Policy 4.2:

The City shall protect the following areas as open space amenities:

- A. The Withlacoochee and Rainbow Rivers, conservation lands, and wetlands.
- B. Areas within the wellfield protection radius of existing and future wellfields.
- ~~C. Areas owned by the State of Florida, including the Marjorie Harris Carr Cross Florida Greenway Corridor, which may be leased or acquired in the future for recreation.~~
- D.C. Areas that will protect the quality of natural springs.

Objective 5:

The City ~~shall~~ may coordinate with other governments and organizations and the public to plan for recreation.

Policy 5.1:

The City ~~will~~ may coordinate with Marion County to provide regional recreation facilities that will serve City residents.

Policy 5.2:

The City shall coordinate, as needed, with the Marion County Recreation Department, the Little League, schools, and other governments and organizations to provide recreation programs for children and adults in the City.

Policy 5.3:

~~The City shall coordinate with Marion County School Board and public schools in the City to allow public school facilities to be safely utilized after school hours for recreation programs and informal recreation.~~

Objective 6:

Parks and recreation facilities in the City will be developed and used in a sustainable manner.

Policy 6.1:

~~Tubing access along the Rainbow River shall be limited and monitored in order to protect wildlife, wildlife habitats, and water quality. Monitoring and limiting access shall be a cooperative effort~~

between the City, Marion County, and DEP.

Policy 6.2:

~~Improved recreational access points along the Rainbow River and Withlacoochee River shall be limited and monitored in order to protect wildlife, wildlife habitats, and water quality. Monitoring and limiting access shall be a cooperative effort between the City, Marion County, and DEP.~~

Policy 6.3 Policy 6.1:

The City shall encourage and participate in recreational impact studies, such as carrying capacity studies, river use studies, or recreational use studies, for the Rainbow River and Withlacoochee River.

Policy 6.4 Policy 6.2:

If future park sites include natural resources, the parks shall be designed to ensure the protection of those resources.

INTERGOVERNMENTAL COORDINATION ELEMENT



Goals, Objectives, and Policies

INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

To establish processes which respond to the needs for coordination among City, local, regional, state, and federal governments and private entities resulting from the implementation of Dunnellon's comprehensive plan and any incompatible Goals, Objectives, and Policies proposed in other local, regional, or state plans.

Objective 1:

Coordinate with the Marion County School Board and other units of local government that provide services within the City limits, but do not have regulatory authority over the use of the land.

Policy 1.1:

The City shall maintain communication with state and regional agencies, including the Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, regional planning agencies, and Southwest Florida Water Management District, in order to remain informed of any resource management plans which may be initiated by those agencies.

Policy 1.2:

The City shall ~~initiate an annual meeting to~~ coordinate, as needed, with state agencies, including the Department of Environmental Protection, in the management of the Rainbow Springs Aquatic Preserve and protection of the springshed.

Policy 1.3:

The City shall maintain compliance with interlocal agreements with the Office of Greenways and Trails for the use of lands for recreation ~~and wastewater disposal~~.

Policy 1.4:

The City ~~shall~~ may coordinate with other governments, organizations, and the public to plan for recreation, including regional recreation facilities, recreation programs, and joint use of facilities.

Policy 1.5:

The City shall coordinate development proposals that include additional residential densities with Marion County and the Marion County School Board to resolve potential conflicts between the governmental entities that provide services and facilities.

Policy 1.6:

When conflict between the City and adjacent jurisdictions arises over land use issues, provision of level of service facilities, or other comprehensive plan issues, ~~and~~ that cannot be resolved through normal negotiations, the City shall use the appropriate ~~North Florida~~ Regional Planning Council's informal dispute resolution process.

Policy 1.7:

The City Council designee shall coordinate with Marion County, FDOT, and the Transportation Planning Organization to ensure that impacts of future expansion of the ~~Dunnellon~~ Marion County Airport are coordinated with the City's Future Land Use and ~~Traffic Circulation~~ Transportation

Mobility Elements.

Policy 1.8:

The City shall work with other permitting agencies in order to receive early notice of permit applications for properties located within the City limits.

Objective 2:

Coordinate the impacts of development proposed in the City's Comprehensive Plan upon development in Marion County ~~and Citrus Counties~~, the region, and the state.

Policy 2.1:

The City shall provide information on large-scale amendments to its adopted Future Land Use Map ~~and Comprehensive Plan~~ to Marion County, ~~North~~ the appropriate Florida Regional Planning Council, ~~and Citrus County~~ other appropriate agencies, as required, to aid those governments and agencies in review of proposed developments for potential incompatibilities with the City's plan.

Policy 2.2:

The City shall provide comments to the ~~North~~ appropriate Florida Regional Planning Council during the review of any proposed Development of Regional Impact project which may impact the City.

Policy 2.3:

The City shall ~~provide enforcement agencies with written copies of any changes to City regulations that pertain to the Withlacoochee and Rainbow Rivers. The agencies shall include, but are not limited to, the U.S. Coast Guard, Marion County Sheriff's Office, Florida Fish and Wildlife Commission, Florida Marine Patrol and U.S. Army Corps of Engineers,~~ coordinate, as needed, with those agencies enforcing regulations on the Withlacoochee and Rainbow Rivers.

Policy 2.4:

The City shall maintain communication with the Southwest Florida Water Management District regarding the SWIM program for the Rainbow River.

Policy 2.5:

~~The City shall initiate quarterly meetings with Marion County and Citrus County officials and staff to discuss proposed land development activity adjacent to the City limits.~~

Policy 2.6:

~~The City shall initiate quarterly meetings with Marion, Citrus, and Levy Counties to discuss the impacts of regionally significant issues, such as Developments of Regional Impact, or other projects that impact Dunnellon's roads and natural resources.~~

Policy 2.5:

The City shall review, as needed, Comprehensive Plan amendments received from surrounding local governments to evaluate the impacts of those amendments on the City of Dunnellon and its facilities.

Policy 2.6:

The City shall review proposals for new or amended Developments of Regional Impact that are in adjacent jurisdictions to evaluate the impacts on the City of Dunnellon and its facilities.

Objective 3:

Maintain effective communication strategies between the City, Marion County, the Marion County School Board, and other governmental entities having operational and maintenance responsibilities for public facilities within or in proximity to the City for level of service planning targets.

Policy 3.1:

Provide written notification to Marion County for problems or issues associated with public facilities or structures within the City that are maintained by the County, and cooperate in the establishment of a program or programs to correct problems.

Policy 3.2:

~~The City shall maintain an interlocal agreement with Marion County to ensure availability of adequate capacity in the County landfill for use by the City.~~

Policy 3.3:

~~The City shall provide an annual report to Marion County estimating the City's service area population and the anticipated tonnage of solid waste to be disposed.~~

Policy 3.4 Policy 3.2:

The City shall rely on written communications with FDOT and representation on the Ocala-Marion County Transportation Planning Organization (TPO) to ensure that scheduled transportation improvements are consistent with the development plans of the City, and to ensure that the City is aware of any transportation improvements proposed by those entities.

Policy 3.5 Policy 3.3:

The City shall maintain representation on the Transportation Planning Organization for purposes of coordinating future transportation needs and land use plans.

Policy 3.6 Policy 3.4:

The City shall review Marion County and Citrus County comprehensive plans and plan amendments, as needed or if comments are requested, and coordinate, as needed, with the counties regarding strategies to reduce impacts on operating LOS on roadways within the City.

Policy 3.7 Policy 3.5:

The City shall participate with Marion, Citrus, and Levy Counties to plan for the location and extension of public facilities that are subject to concurrency, for siting facilities that have countywide significance, and for siting problematic land uses.

Policy 3.8 Policy 3.6:

The City of Dunnellon shall coordinate with Marion County to ~~either~~ execute an interlocal agreement ~~or establish a joint airport zoning board~~ pursuant to the requirements of Section 333.03(1)(b), Florida Statutes (2016), ~~by June 15, 2017.~~

Objective 4:

The City shall coordinate annexation issues and future land use designations on lands adjacent to the Dunnellon City limits with Marion County to discourage urban sprawl outside City boundaries

and to resolve potential conflicts on issues regarding the use of land, springshed protection, and the provision of public services and facilities.

Policy 4.1:

~~The City shall propose joint planning agreements with Marion County, Citrus County and Levy County for lands lying beyond the City limits to coordinate impacts on public facilities and to discourage urban sprawl.~~

Policy 4.2 Policy 4.1:

The City may propose joint planning agreements for annexation that shall be coordinated with the appropriate jurisdictions.

Policy 4.3:

~~The City shall pursue a joint planning agreement with Marion County to ensure a consistent approach to springs, springshed, and aquifer protection.~~

Policy 4.4:

~~The joint spring's protection agreement shall specify responsibilities for land development regulation, stormwater management, wastewater management, and other matters that impact the springs and springshed. The agreement shall contain joint strategies to be implemented by each local government within the springshed.~~

Policy 4.5:

~~Each joint planning agreement shall: 1) designate a specific area for the agreement; 2) outline procedures for joint City and County actions; 3) identify procedures for administration of land development regulations; and, 4) determine the representation on any joint body created as a result of a joint planning agreement.~~

Objective 5:

Ensure establishment and coordination of the City's adopted plan with the plans of Marion County, other municipalities within the County, and the Marion County School Board through joint processes for collaborative planning and decision-making.

Policy 5.1:

The City shall ensure intergovernmental coordination with the Marion County School Board for the location of educational facilities within the City limits, including:

- A. The City shall notify the School Board, within 45 days of receipt of written notice, as to the consistency of the acquisition or leasing of property to be used for new public education facilities with the Dunnellon Comprehensive Plan.
- B. The City shall determine the consistency of any educational ~~capital improvement~~ facility or expansion of facilities within the City with the Dunnellon Comprehensive Plan.
- C. The City shall provide notification to the School Board of dates and agendas of Planning Commission and City Council meetings on those plan amendments that have the potential to increase residential units or densities.

Policy 5.2:

The City shall participate with the Marion County School Board, Marion County, and other

municipalities to develop coordinated population projections and for planning the location of public school facilities.

Policy 5.3:

The City shall maintain communications with the Marion County School Board to ensure the provision of land and infrastructure for future school expansion or new construction proposed within the City limits, ~~or within the City's water and sewer utility service area.~~

Policy 5.4:

~~Coordinate the use of existing and proposed school board facilities, as appropriate, with the implementation of the recreation and open space element of this plan.~~

Policy 5.5 Policy 5.4:

The City shall coordinate with the Marion County School Board, Marion County and other municipalities to adopt and maintain an interlocal agreement regarding the coordination issues addressed pursuant to this objective.

CAPITAL IMPROVEMENTS ELEMENT



Goals, Objectives, and Policies

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

Public facility and public service needs of Dunnellon citizens shall be met in a timely and efficient manner, while maintaining the financial health of the community and promoting orderly compact growth.

Objective 1:

The Capital Improvements Element will be utilized throughout the long-range planning period by the City as the formal guide to the construction of new capital facilities, which are necessary to correct existing deficiencies, identified in the Dunnellon Comprehensive Plan. This element shall also guide decisions on facilities to accommodate desired future growth through public or private investment, and to replace obsolete ~~or worn-out~~ facilities. The Capital Improvements Element shall include only: expenditures for facilities with adopted level of service standards; necessary water supply projects identified by the SWFWMD; and, where applicable, a list of projects necessary to achieve the pollutant load reductions, as established in a basin management action plan. For the purposes of this Plan, a capital improvement shall be defined as land, non-structural improvements to land, structures (including the costs for design, permitting, construction, furnishings, and equipment), and studies/projects related to water supply or basin management action plans with a unit cost of \$25,000 or more. The improvement shall have an expected life of at least two (2) years.

Policy 1.1:

Individual capital improvement projects will be budgeted and programmed annually following an evaluation process. Projects will be evaluated based on the following criteria, ~~and~~ the City of Dunnellon Project Worksheet, and in accordance with Policy 1.4:

- A. Priority based on ~~other~~ projects which are required to meet adopted levels of service, as specified by the individual elements of the Comprehensive Plan.
- B. Necessity is created by public hazards or potential public hazards.
- C. The urgency to eliminate existing capacity deficits.
- D. The total impact on the City's budget.
- E. The financial feasibility of the project; and
- F. The plans of other agencies, such as the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Transportation (FDOT) to provide public facilities within the City of Dunnellon;.
- G. ~~In providing capital improvements, the City shall limit the maximum of outstanding indebtedness to no greater than 10% of the property tax base.~~

Policy 1.2:

Beginning with the first full fiscal year following the adoption of the Dunnellon Comprehensive

Plan, the annual budget process shall have a capital budget component, including adequate provisions for renewal and replacement of capital facilities under the control of the City.

Policy 1.3:

The provision of facilities identified in the Five-Year Capital Improvements Schedule shall be sufficient to meet the needs of existing development and may advance improvements required for annexed lands through the use of a development agreement in accordance with Policy 1.4.

Policy 1.4:

In order to discourage urban sprawl (as defined in State Statutes), the City shall prioritize capital improvement expenditures for ~~water, sewer and~~ stormwater/drainage based on the following order:

- A. Correcting existing system deficiencies, including replacement or upgrade of existing system components, with the highest priority given to correcting known health or safety deficiencies.
- B. ~~Extension of lines or p~~Provision of other infrastructure upgrades to serve existing infill developments ~~were when~~ deemed necessary due to known performance problems with existing ~~water or sewer lines, private wells, septic systems,~~ stormwater conveyance or treatment facilities, ~~or where a concentration of septic systems occur within an area identified as a risk to groundwater quality.~~
- C. Existing stormwater system improvements to meet adopted level of service standards.
- D. ~~Extension of lines or p~~Provision of other stormwater infrastructure upgrades to serve existing infill developments or vacant infill properties where such service is deemed fiscally prudent based on the policies of the Capital Improvements Element.
- E. ~~Extension of lines or p~~Provision of other stormwater infrastructure upgrades to serve existing, non-infill developments deemed necessary due to known performance problems with existing ~~water or sewer lines, private wells, septic systems,~~ stormwater conveyance or treatment facilities, ~~or where a concentration of septic systems occur within an area identified as a risk to groundwater quality.~~
- F. ~~Extension of lines or p~~Provision of other stormwater infrastructure upgrades not meeting the above criteria and consistent with Future Land Use Policy 5.1.

For the purpose of this policy, infill is defined as an existing development at a density over two (2) units per acre or higher or non-residential development with sewage flows greater than 1,500 gallons per acre, or a vacant parcel with a future land use category meeting the same criteria, where the existing development or vacant parcel is located within a quarter mile of a water or sewer line or is contiguous to other parcels served by water or sewer. ~~In applying this policy, the City shall have the flexibility to prioritize provision of infrastructure to serve new development as specified in Policy 1.4.F, in situations where the developer executes a service agreement, which the City deems sufficient to advance the improvement.~~

Objective 2:

The Capital Improvements Element will be utilized throughout the planning period to coordinate land use decisions and available or projected fiscal resources with a schedule of capital

improvements. The schedule of capital improvements will include new or expanded facilities and services needed to maintain adopted level of service standards.

Policy 2.1:

In order to ensure that a capital expenditure furthers the objectives of the Dunnellon Comprehensive Plan, each proposed capital improvements project will be considered in light of the City's policies, which are included in each element of the plan.

Policy 2.2:

The City will utilize the Capital Improvements Element to guide development in accordance with the plan for future land use. Individual land use decisions on comprehensive plan amendments will be based on the ability of the City, or the developer, to provide the necessary facilities in conjunction with anticipated growth demands.

Policy 2.3:

The City adopts the Five-Year Capital Improvements Schedule (Attachment A) and shall review and update the schedule on an annual basis and may adopt such updates by Ordinance. The Five-Year Capital Improvements Schedule shall identify proposed improvements, projected improvement costs, and projected revenues to fund the proposed improvements. Publicly funded projects may rely on local, state, or federal government funding sources or privately funded projects for which the City does not have fiscal responsibility. Projects may be identified as unfunded with the priority indicated, including projects that may be advanced through the use of a development agreement. The City adopts the Marion County TPO Five-Year Transportation Improvement ~~Plan~~ Program by reference.

Objective 3:

It is the intent of the City of Dunnellon that all future development or expanded development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards. ~~The provision to ensure assignment of proportionate cost shall be included in the land development regulations to be adopted one year after plan submission for State review.~~

Policy 3.1:

The adopted levels of service for public facilities will be the same level of service standards adopted in the ~~other~~ Public Facilities Element ~~elements~~ of the Dunnellon Comprehensive Plan. They are listed as follows:

- A. Potable Water Facilities – Policy 5.1.2 ~~125 gallons per capita per day.~~
- B. Wastewater/Sanitary Sewer Facilities – Policy 2.1.1 ~~87 gpd per capita.~~
- C. Solid Waste Facilities – Policy 3.1.1 ~~5.3 pounds per capita per day.~~
- D. ~~Neighborhood Parks~~ ~~2 acres per 1,000 population.~~
- E. ~~Community Parks~~ ~~2 acres per 1,000 population~~
- F. ~~D.~~ Drainage Facilities: ~~-Policy 4.1.1 -The City hereby establishes the following water quantity and quality level of service standards for drainage facilities:~~

Water Quantity

The City shall enforce a 25-year frequency, 24-hour duration, design storm level of service for open basins and a 100-year, 24-hour duration level of service for closed basins as the basis for stormwater management system design for proposed new development and redevelopment projects, and for determining availability of facility capacity. Stormwater collection systems (including designs for minimum impacts to the natural water flow), transport systems, and allowable peak density rates shall meet requirements and specifications as defined in the City of Dunnellon Land Development Code. Developers will also be required to analyze the ultimate effects of stormwater disposal for all storm events, up to and including the 100-year, 24-hour duration, and storm event. In addition, developers will comply, where applicable, with the SWFWMD flood control criteria for stormwater quantity and quality [Chapters 40D-4, 40D-40, and 40C-400, F.A.C.].

The demand for stormwater facility capacity by new development shall be determined based on the difference between the pre-development and post-development stormwater runoff characteristics (including rates and volumes) of the development site using the design storm level of service standard stated above and facility design procedures consistent with accepted engineering practice.

The City shall ameliorate the future discharge of inadequately treated stormwater runoff into waters and wetlands of the state by requiring that the first one-inch of runoff be retained on-site, or in the case of runoff entering any body of water designated an Outstanding Florida Water (OFW), the first one and a half inches shall conform to the standards used by SWFWMD and DEP.

Water Quality

Stormwater Management Systems—Stormwater management systems shall be designed to either retain on-site the runoff generated by a 25-year, 24-hour storm or detain and discharge the runoff from a 25-year, 24-hour storm at peak discharge rates which do not exceed pre-development rates.

Water quality treatment, shall be provided for a volume equivalent to $\frac{3}{4}$ inch of depth over the entire site or the runoff from the first $1\frac{1}{2}$ inches of rainfall on the entire site, consistent with Chapter 17-25.025(9), FAC, design criteria for Outstanding Florida Waters. All stormwater discharge facilities shall be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designed use of its classification as established in Chapter 17-302, F.A.C.

Site-specific conditions may require other design criteria to be satisfied in order to obtain Water Management District construction permits and shall meet the requirements of Chapter 40D-4, as well as the requirements of Florida Department of Environmental Protection Chapter 17-40, 420, FAC, State Water Policy. To ensure compliance with those requirements, a copy of a valid Water Management District permit or exemption letter shall be presented before building permits or development approvals are granted.

Single family, duplex, triplex and quadruplex residential development not located directly on the

water and served by City stormwater treatment facilities shall be exempt from level of service standards. However, all waterfront development must meet the above level of service standards.

Policy 3.2:

The City shall include in the land development regulations provisions for developer's agreements. These shall be used as a mechanism to assess new developments' rational and equitable share of the costs of public facilities necessitated by such developments.

Objective 4:

The annual update of the Capital Improvements Element will be utilized as a guide to monitor capital improvements. It will demonstrate how the City will provide or require the provision of improvements that are identified by the other elements of the Dunnellon Comprehensive Plan.

Policy 4.1:

In addition to sources of revenue which were available in the previous fiscal year, additional sources will be investigated by City staff on an annual basis. The Revenue sources section of the Capital Improvements Element will be updated to reflect current revenue conditions, and these sources will be utilized to project revenues in the fiscal analysis.

Policy 4.2:

The City will continually explore alternative funding sources for capital projects. When examining the fiscal feasibility of a project the City will consider all available methods of financing and will proceed with a necessary project through the mechanism most beneficial to the City.

Objective 5:

The Capital Improvements Element will balance available revenues and borrowing capacity with needed improvement in order to maintain the level of capital debt at a manageable level.

Policy 5.1:

A Capital Improvement project will be included in the 5-Year Schedule of Capital Improvements Element only after adequate sources of funding have been identified which will allow a level of flexibility consistent with the potential fiscal demands of the particular project. The 5-Year Schedule of Capital Improvements may include privately funded projects for which the City of Dunnellon has no fiscal responsibility. Projects necessary to ensure that any adopted level of service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

Policy 5.2:

Capital improvement projects, or individual project phases, will be prioritized in order to allow for project scheduling in accordance with available funding.

Policy 5.3:

The City will maintain a contingency fund and/or line of credit which is sufficient to meet unplanned cost overruns in capital projects.

Objective 6:

Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the adopted level of service standards.

Policy 6.1:

The City shall use the LOS standards adopted in Policy 3.1 of this Capital Improvements Element for water, sewer, solid waste, ~~parks~~, and drainage when reviewing the impacts of new development and redevelopment upon public facilities.

Policy 6.2:

The City shall ~~adopt within~~ maintain in the land development regulations a concurrency management procedure to ensure that, at the time the development permit is issued, adequate facility capacity is available or will be available when needed to serve the development.

Policy 6.3:

Proposed plan amendments shall be evaluated ~~according to the following guidelines~~ as to whether the proposed action would impact the 5-Year Schedule of Capital Improvements.

- ~~A. contribute to a condition of public hazard as described in the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element, and Recreation and Open Space Element;~~
- ~~B. exacerbate any existing condition of public facility capacity deficits, as described in the Traffic Circulation, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element, and Recreation and Open Space Element;~~
- ~~C. generate public facility demands that may be accommodated by capacity increases planned in the 5-year schedule of improvements;~~
- ~~D. be served in accordance with the policies set forth in this element regarding prioritization of Capital Improvements Element and within identified service areas as described in the Public Facilities Element;~~
- ~~E. if public facilities are developer provided, accommodate public facility demands based upon adopted LOS standards as determined by a service agreement;~~
- ~~F. if public facilities are provided, in part or whole, by the city, demonstrate financial feasibility, which shall allow for reliance on planned improvements in the fourth and fifth year of the Capital Improvements Schedule; and~~
- ~~G. affect state agencies and water management districts facilities plans.~~

Policy 6.4:

The City shall ~~implement a~~ maintain the Monitoring and Evaluation Program and Concurrency Management System as specified in the land development regulations. ~~following text, the entirety of which shall be considered as policy:~~

MONITORING AND EVALUATION PROGRAM

~~The Dunnellon Comprehensive Plan will be evaluated on an annual basis during the preparation of the annual budget in connection with the evaluation of the Capital Improvements Element. In addition, a program has been developed for the annual review of the plan to determine whether it is effectively guiding Dunnellon in decisions about growth and development. This program provides for monitoring on an annual basis as well as a more detailed evaluation after five years or as required by Florida Law.~~

~~The annual monitoring program is designed to consider accomplishments and obstacles encountered by Dunnellon in all areas covered by the Comprehensive Plan. At the end of the fiscal year a monitoring report will be prepared which includes a brief statement of the following:~~

~~A.—— Activities or programs undertaken and/or completed within the immediately past fiscal year which implement one or more provisions of the Comprehensive Plan.~~

~~B.—— A list of all plan amendments proposed and whether they were approved or denied.~~

~~C.—— Problems encountered during the fiscal year which require plan amendment for reasonable solution.~~

~~D.—— Recommendations regarding future actions, programs, or plan amendments in response to the findings in A-C above. Recommendations shall address whether data must be updated, goals/objectives/policies added or modified, and estimate the time and cost for carrying out the recommendations.~~

~~E.—— A brief summary of the development and redevelopment which has occurred in Dunnellon during the fiscal year.~~

~~F.—— A brief statement of the relationship of development within Dunnellon to the adopted levels of service.~~

~~The annual monitoring report shall be presented to the Dunnellon Town Council after review and comment by the Local Planning Agency (LPA). Consideration of the monitoring report shall be at a regular meeting of the Council.~~

~~The City shall periodically evaluate the Comprehensive Plan pursuant to the requirements of Section 163.3191, Florida Statutes.~~

CITY OF DUNNELLON CONCURRENCY MANAGEMENT SYSTEM

INTRODUCTION

~~This concurrency management system is designed to ensure that prior to the issuance of a development order and development permit, the adopted level of service standards required within this Comprehensive Plan for potable water, sanitary sewer, solid waste, drainage, and recreation and open space will be maintained.~~

~~The City has adopted policies within this Comprehensive Plan, which established level of service standards for public facilities; the concurrency management system in turn provides a mechanism for which the City can ensure the maintenance of the standards concurrent with the impacts of development.~~

~~In order to adopt a concurrency management system in the City of Dunnellon, three things are required. First, the City must adopt the concurrency management system as an amendment to the comprehensive plan. Section 1 contains the proposed amendment to the Capital Improvements Element to adopt the concurrency management system. Second, the City must amend the level of service standard for stormwater management. The standard contained in the comprehensive plan is no longer consistent with the requirements of the Southwest Florida Water Management District. Section 2 contains the proposed amendments necessary to adopt the current standard. Finally, the City must implement the concurrency management system with administrative procedures. Section 3 contains the administrative procedures for implementation.~~

~~Section 1. Amendment of the Capital Improvements Element Concurrency Management System~~

~~The City shall review applications for development and a development approval shall be issued only if the proposed development does not lower the existing level of service of public facilities and services below the adopted level of service set forth in the Capital Improvements Element of this Comprehensive Plan.~~

- ~~1.1 — Developments or redevelopments requiring the use of potable water, sanitary sewer, solid waste, or drainage facilities shall receive development orders subject to:~~
 - ~~• — The public facilities being in place at the time of issuance of the certificate of occupancy; or~~
 - ~~• — The provision of the facilities is guaranteed in an enforceable development agreement pursuant to Section 163.3220, *Florida Statutes*, or an agreement or development order issued pursuant to Chapter 380, *Florida Statutes*, to be in place at the time of certificate of occupancy issuance.~~
- ~~1.2 — Developments or redevelopments requiring the use of park and recreation facilities shall receive development orders subject to:~~

- ~~The facilities and services are in place or under construction at the time of development order issuance; or~~
- ~~Dedication of land and facilities or fees in lieu are committed by the time of certificate of occupancy issuance; and~~
- ~~The development order is issued conditioned on the necessary facilities and services scheduled to be in place or under construction not more than one year after certificate of occupancy as provided in the Five Year Schedule of Capital Improvements; or~~
- ~~The necessary facilities are subject to a binding agreement which requires them to be in place or under construction not more than one year after certificate of occupancy issuance; or~~
- ~~When the development order is issued, the facilities and services are guaranteed in an enforceable development agreement stipulating that they will be in place or under construction not more than one year after certificate of occupancy issuance.~~

~~Section 2. Administrative Procedures to Implement the Concurrency Management System~~

~~2.1 Purpose and Overview~~

~~The City shall require a concurrency review be made with applications for development approvals and a Certificate of Concurrency issued prior to development. If the application is deemed concurrent, a Certificate of Concurrency will be issued by the City. If the development requires any other development permit, a copy of the Certificate of Concurrency shall be included with any future application for a development permit. A separate concurrency review shall not be required for each development permit for the same project. Concurrency review addresses only the availability of public facilities and capacity of services and a Certificate of Concurrency does not represent overall development approval.~~

~~If the application for development is not concurrent, the applicant shall be notified that a certificate cannot be issued for the development. The burden of showing compliance with the adopted levels of service and meeting the concurrency test shall be upon the applicant.~~

~~2.2 Applicability~~

~~These minimum requirements shall be ensured as follows:~~

- ~~1. Building Permits. The issuance of a building permit has more of an immediate impact on the level of service for public facilities than may be the case with the issuance of other types of development orders. Therefore, building permits shall be issued only when the necessary facilities and services are in place for water, sewer, solid waste and drainage. The determination of the existence of the necessary facilities and services in place shall be made by the City as part of the Certificate~~

~~of Concurrency Compliance procedure.~~

~~2. Other Types of Development Orders. Other types of development orders include, but are not limited to, approval of subdivisions, rezoning, special permits, and site plan approval. These other types of development orders have less immediate impacts on public facilities and services than the issuance of a building permit. However, public facilities and services must be available concurrent with the impacts of development permitted by other types of development orders. Therefore, subject to the City determining that the necessary facilities and services are in place and are maintaining the adopted level of service, the following concurrency management requirements shall apply for the issuance of development orders:~~

- ~~a. Provisions shall be included within the development order, which shall require the construction of additional public facility capacity, where public facilities, due to the impacts of the development proposal do not meet the adopted level of service; and,~~
- ~~b. Such provisions shall require the necessary public facilities be constructed by the developer and at the developer's expense, or by the public or private entity having jurisdictional authority over the facility to the adopted level of service so that the necessary facilities and services will be in place when the impacts of the development occur and within conformance with the Five-year Schedule of Improvements found within the City's Capital Improvements Element.~~

~~2.3 Concurrency Determination Procedures~~

~~A concurrency test shall be made of the following public facilities and services for which level of service standards have been established in this Comprehensive Plan, which are, (1) sanitary sewer, (2) solid waste, (3) drainage, (4) potable water, and (5) recreation and open space.~~

~~The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities which meet the previously defined concurrency standards and subtracting any capacity committed through concurrency reservations or previously approved development orders.~~

- ~~1. For development orders and permits, the following~~

determination procedures shall apply:

- a. ~~If an applicant desires to determine whether there is sufficient capacity to accommodate their proposed project, the City shall make an informal nonbinding determination of whether there appears to be sufficient capacity in the public facilities and services to satisfy the demands of the proposed project. If there appears to be insufficient capacity the City shall then make a determination of what public facilities or services would be deficient if the proposed project were approved.~~
 - b. ~~There are certain development approvals that are ineligible to receive concurrency reservation because they are too conceptual, and consequently, do not allow an accurate assessment of public facility impacts. These development approvals are future land use map amendments to the Comprehensive Plan and rezoning requests that are not addressed by a Chapter 163 Development Agreement or Concurrency Agreement. Those development approvals shall receive a non-binding concurrency determination.~~
 - c. ~~Any concurrency determination, whether requested as part of an application for development approval or without an application for development approval, is a non-binding determination of what public facilities and services are available at the date of inquiry. The issuance of a Certificate of Concurrency Compliance shall be the only binding action, which reserves capacity for public facilities and services.~~
2. ~~For sanitary sewer, solid waste, drainage, potable water, and recreation and open space the following determination procedures shall apply:~~
- a. ~~The City shall provide level of service information as set forth in the most recent Data and Analysis Report in support of the City's Comprehensive Plan.~~
 - b. ~~If such level of service information indicates that the proposed project would not result in a level of service failure, the concurrency determination would be that adequate facility capacity at acceptable levels of service was available.~~
 - c. ~~If such level of service information indicates that the~~

~~proposed project would result in a level of service failure, the concurrency determination would be that adequate facility capacity at the acceptable levels of service was not available at the date of application or inquiry.~~

~~2.4—Priorities~~

~~In such cases where there are competing applications for public facility capacity, the following order of priority shall apply:~~

- ~~1. Issuance of a building permit based upon previously approved development orders permitting redevelopment;~~
- ~~2. Issuance of a building permit based upon previously approved development orders permitting new development;~~
- ~~3. Issuance of new development orders permitting redevelopment;~~
- ~~4. Issuance of new development orders permitting new development.~~

~~2.5—Conditions~~

~~In addition, the following conditions apply to the City's concurrency management system:~~

- ~~1. Amendments to the Comprehensive Plan can be made twice each year and as otherwise permitted as small scale developments. In addition, changes can be made to the Capital Improvements Element by ordinance if the changes are limited to the technical matters listed in Chapter 163, Part II, Florida Statutes.~~
- ~~2. No development order or development permit shall be issued which would require the City Council to delay or suspend construction of any of the capital improvements on the Five-year Schedule of Improvements of the Capital Improvements Element.~~
- ~~3. If by issuance of a development order or development permit a substitution of a comparable project on the Five-year Schedule of Improvements is proposed, the applicant may request the City to consider an amendment to the Five-year Schedule of Improvements.~~
- ~~4. The result of any development not meeting adopted level of service standards for public facilities shall be cessation of the affected development or the reduction of the standard for level of service (which requires an amendment to the Comprehensive Plan).~~

~~2.6—Certificate of Concurrency Compliance:~~

~~A Certificate of Concurrency Compliance shall only be issued upon final development approval. The Certificate of Concurrency Compliance shall remain in effect for the same period of time as the development order or permit granting final development approval. If the development approval does not have an expiration date, the Certificate of Concurrency Compliance shall be valid for twelve months from the date of issuance.~~

ATTACHMENT A CITY OF DUNNELLON 5-YEAR CAPITAL IMPROVEMENTS SCHEDULE								
ITEM	PROJECT	DESCRIPTION OF WORK	AMOUNT	FY 25/26	FY26/27	FY27/28	FY28/29	FY29/30
	Basin Management Action Plan Improvements							
1	BMAP R111 – New Watershed Management Plan	Study to perform Watershed Evaluation & develop a Watershed Management Plan	\$285,000*	Project ongoing	Anticipated completion	\$0	\$0	\$0
2	BMAP R135 – Granada & Palmetto Way Drainage	Improve drainage system along Granda, Palmetto Way, & Magnolia Street to reduce flooding & improve water quality treatment	\$1,000,000**	Projected completed in 2025	\$0	\$0	\$0	\$0
3	Capacity: SR 45 (US 41) from SW 110 th Street to North of SR 40 (FM Number: :2386481)***	Widening of U.S. 41 from SW 110th Street to North of SR 40 to increase capacity and improve operations. The project includes the addition of travel lanes, separated by a median, with paved shoulders and shared use path.						\$112,358,984 (Federal & State Funding)
Grand Total			\$1,285,000					\$112,358,984
<i>*Funded jointly by SWFWMD & City of Dunnellon **Funding provided to City of Dunnellon from American Rescue Plan Act of 2021 ***Most of this project is outside Dunnellon city limits</i>								
Basin Management Action Plan (BMAP): Source: FDEP Adopted BMAP Projects STAR 2024 Annual Report & City of Dunnellon								

PRIVATE PROPERTY RIGHTS ELEMENT



Goals, Objectives, and Policies

PRIVATE PROPERTY RIGHTS ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL

To recognize that the City will respect judicially acknowledged and constitutionally protected private property rights and consider them in local decision-making concerning land use and zoning matters.

Objective 1:

The City will consider private property rights, including the applicability of judicially acknowledged and constitutionally protected private property rights, when making decisions.

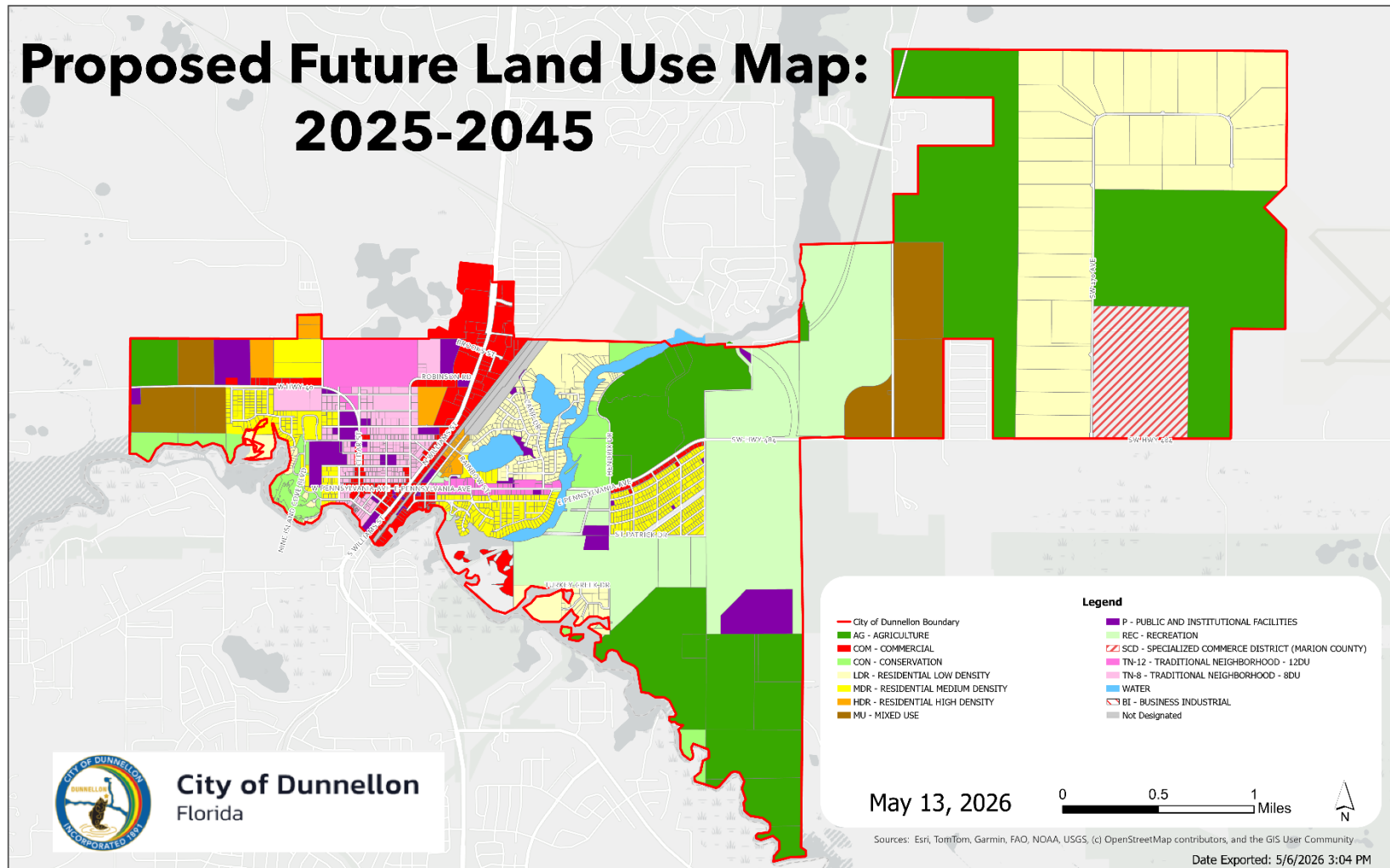
Policy 1.1:

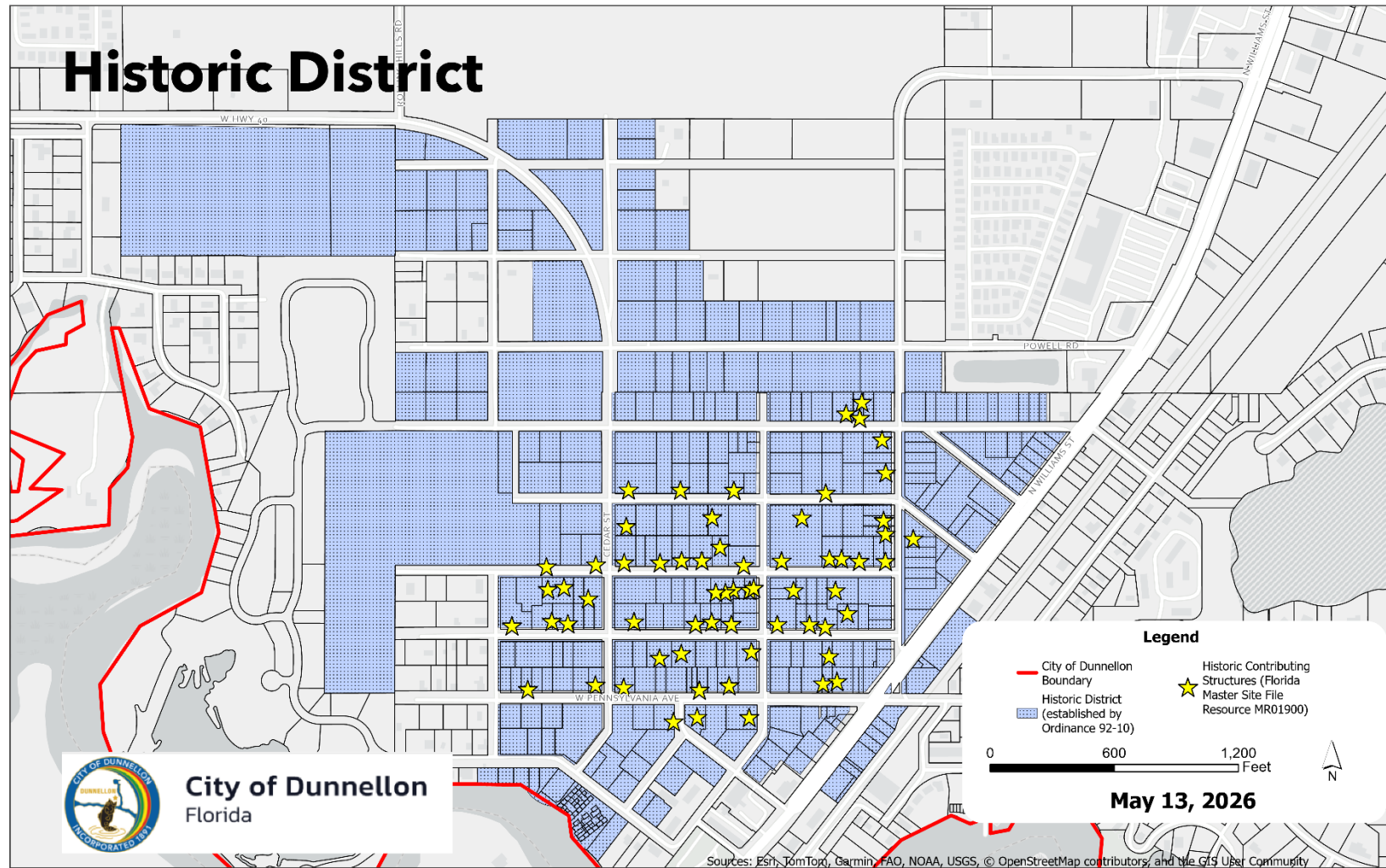
The following rights shall be considered in decision-making by the City of Dunnellon concerning land use and zoning matters:

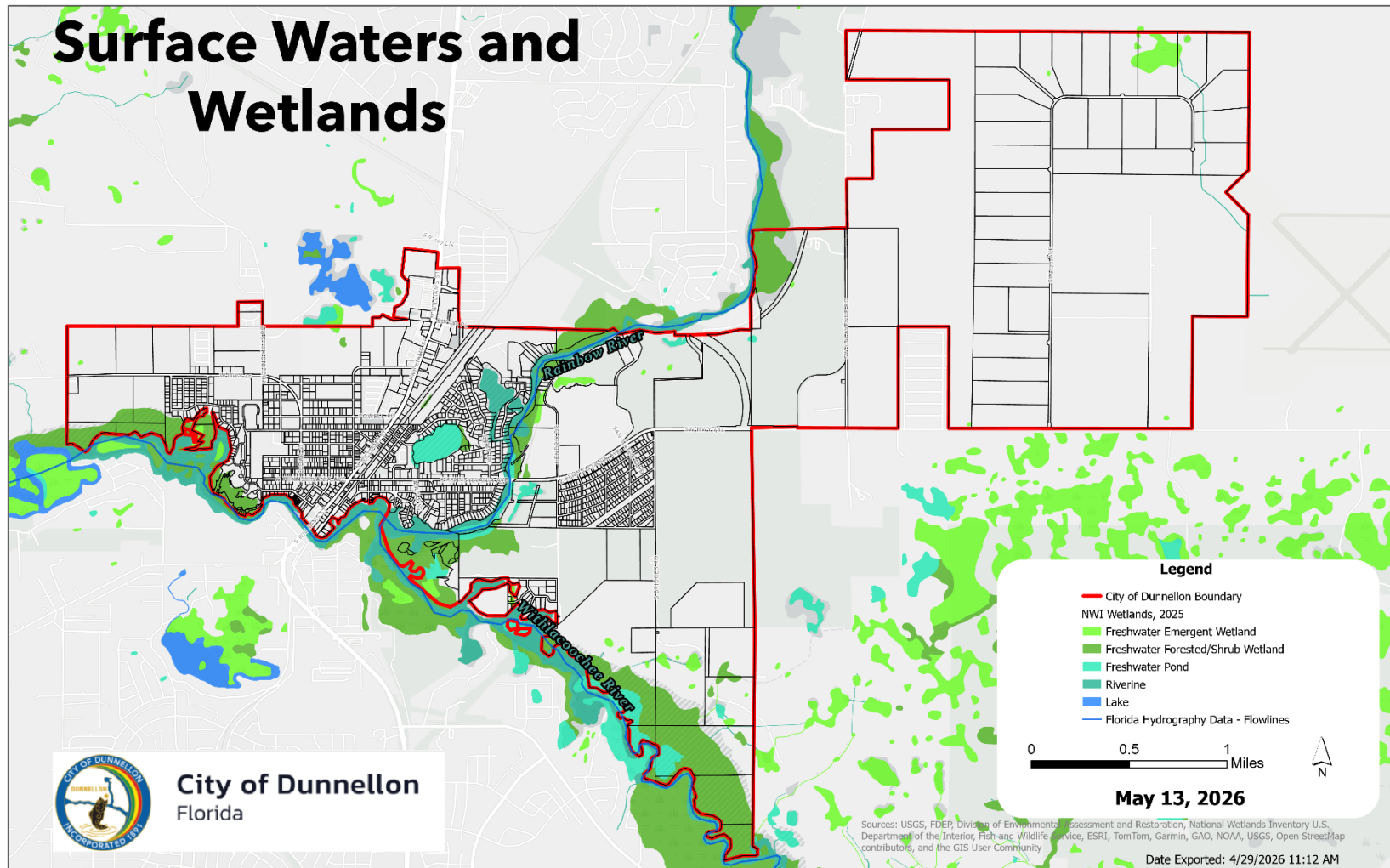
- 1) The right of a property owner to physically possess and control their interest in property, including easements, leases, or mineral rights.
- 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the uses of any other person, subject to state law and local ordinances.
- 3) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- 4) The right of a property owner to dispose of his or her property through sale or gift.

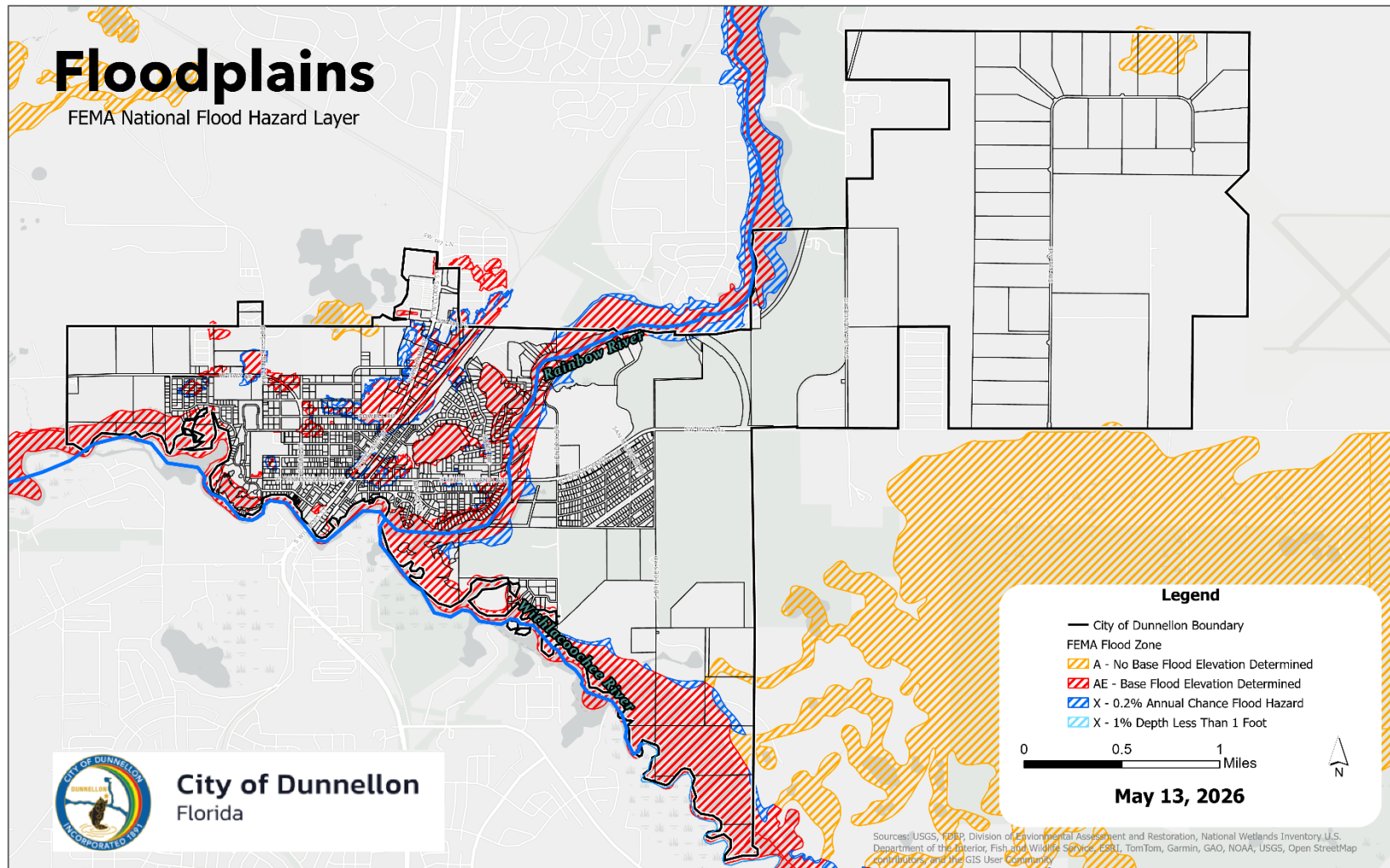
Future Land Use Map Series

Proposed Future Land Use Map: 2025-2045

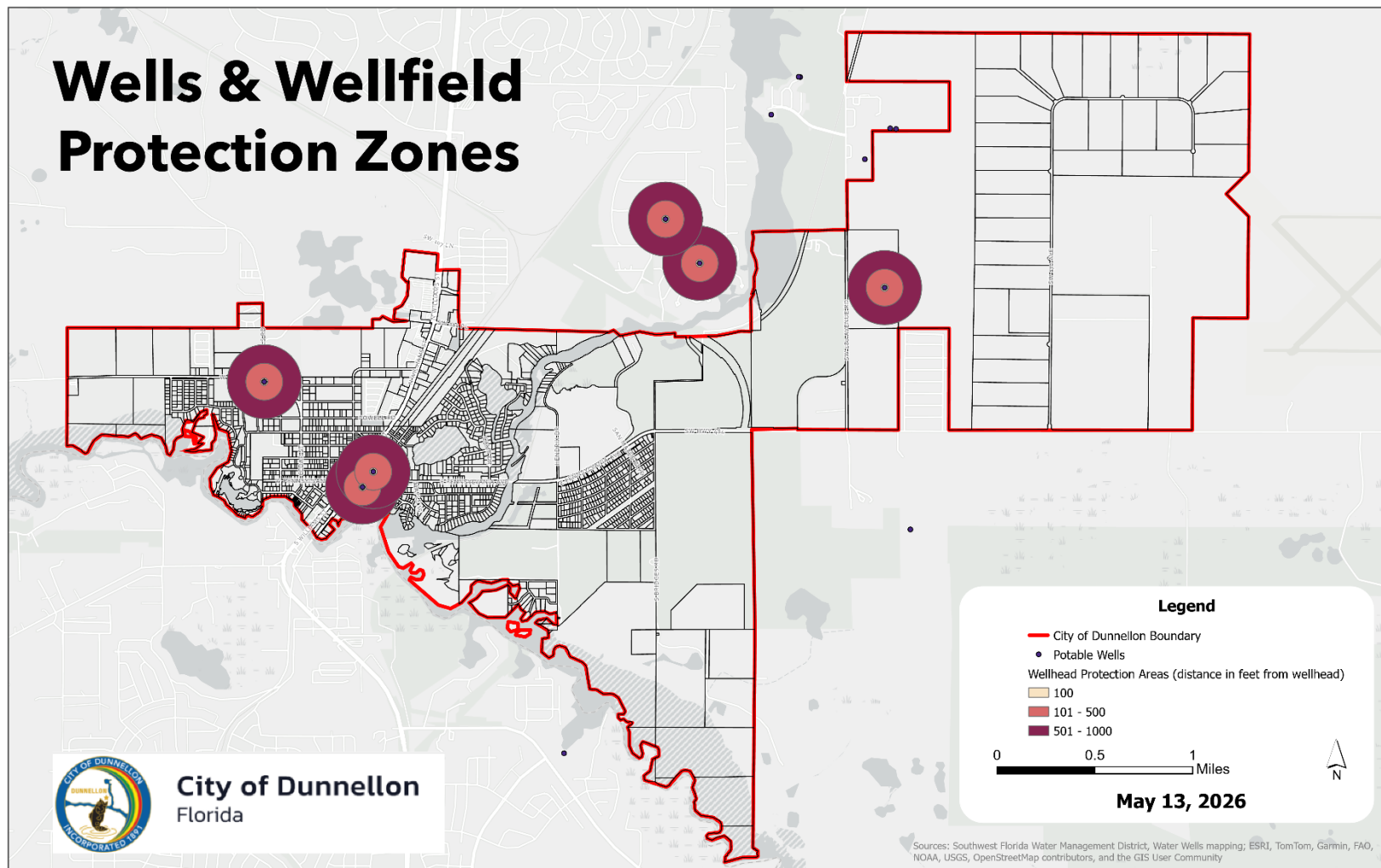




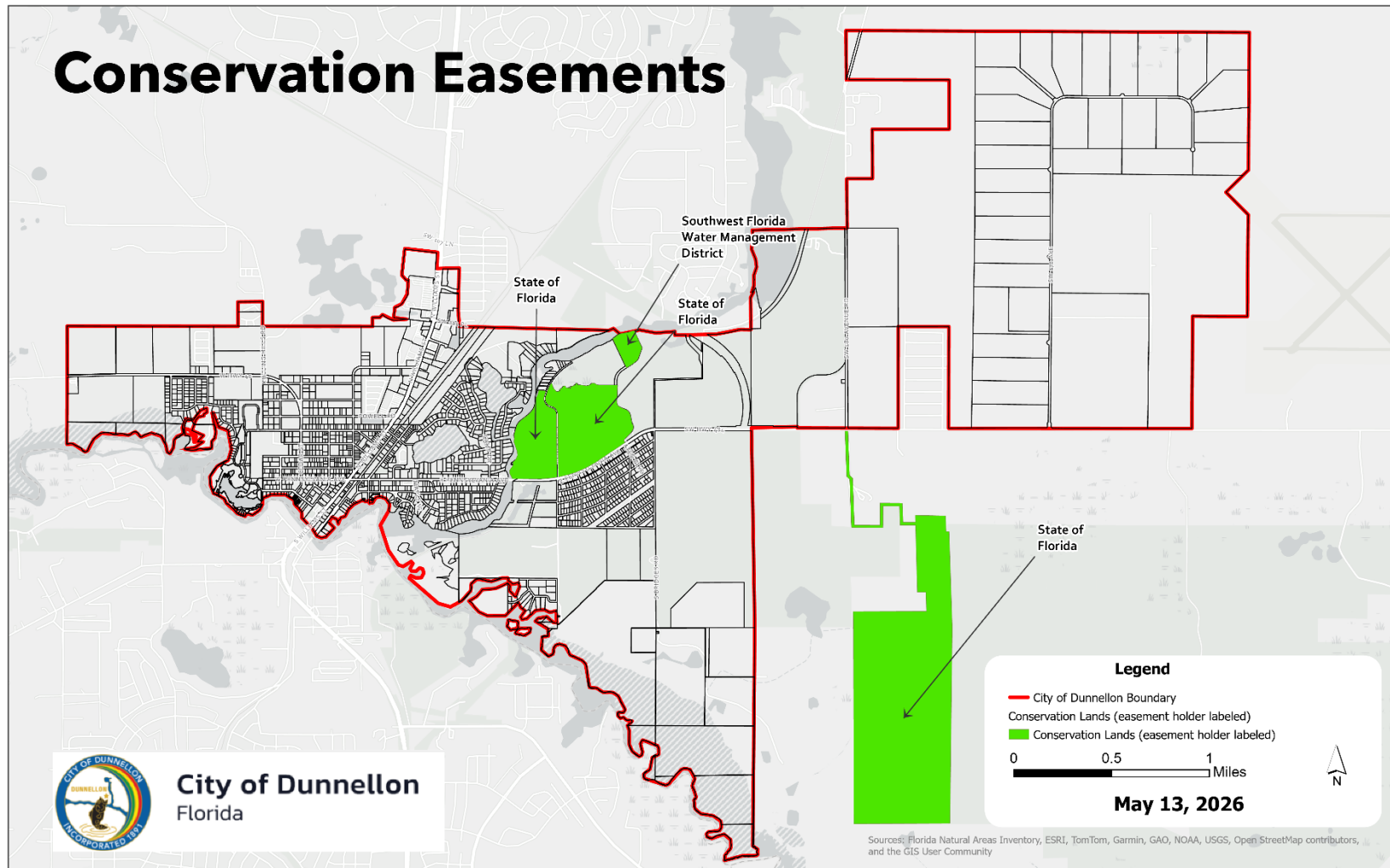




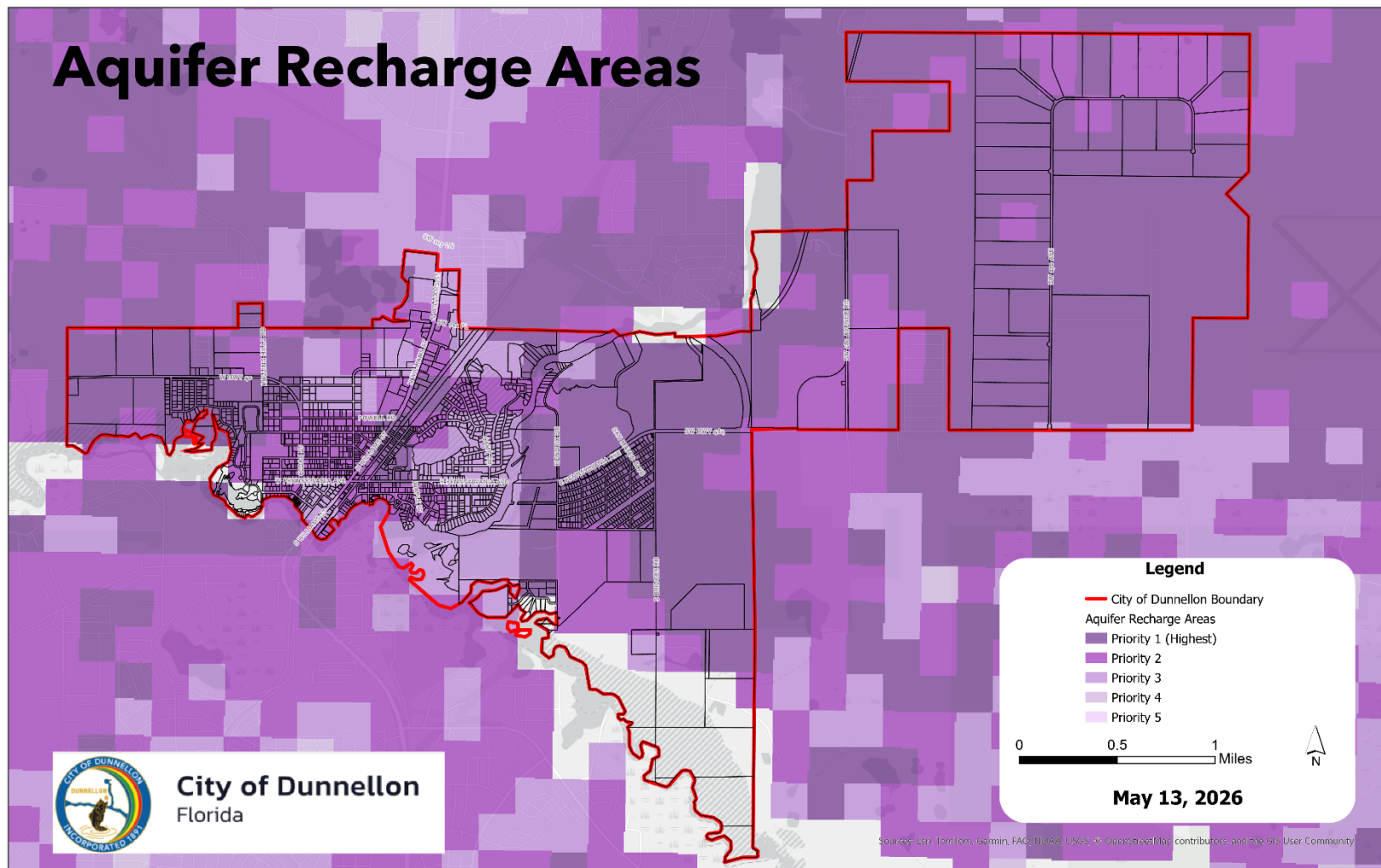
Wells & Wellfield Protection Zones



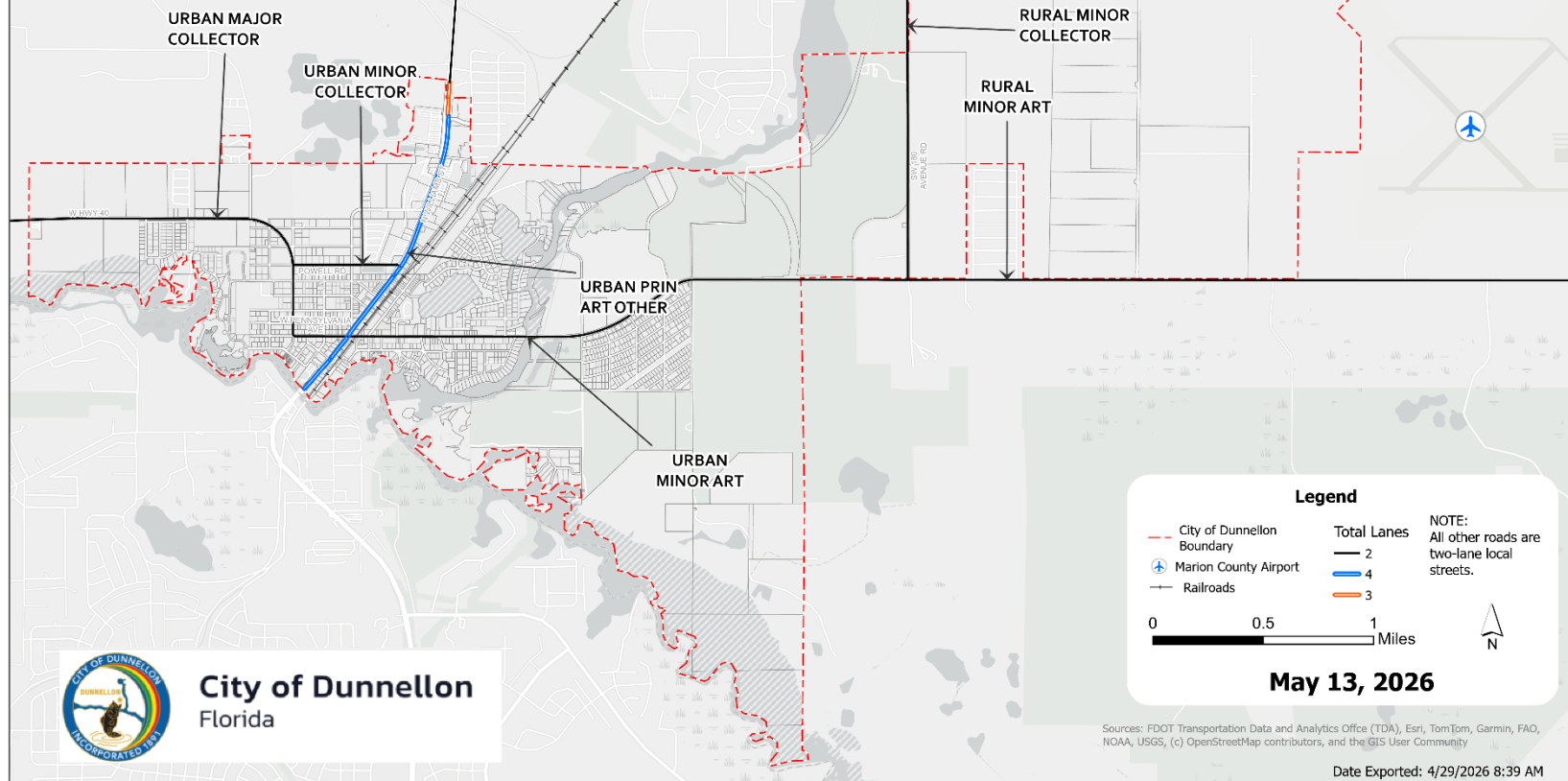
Conservation Easements

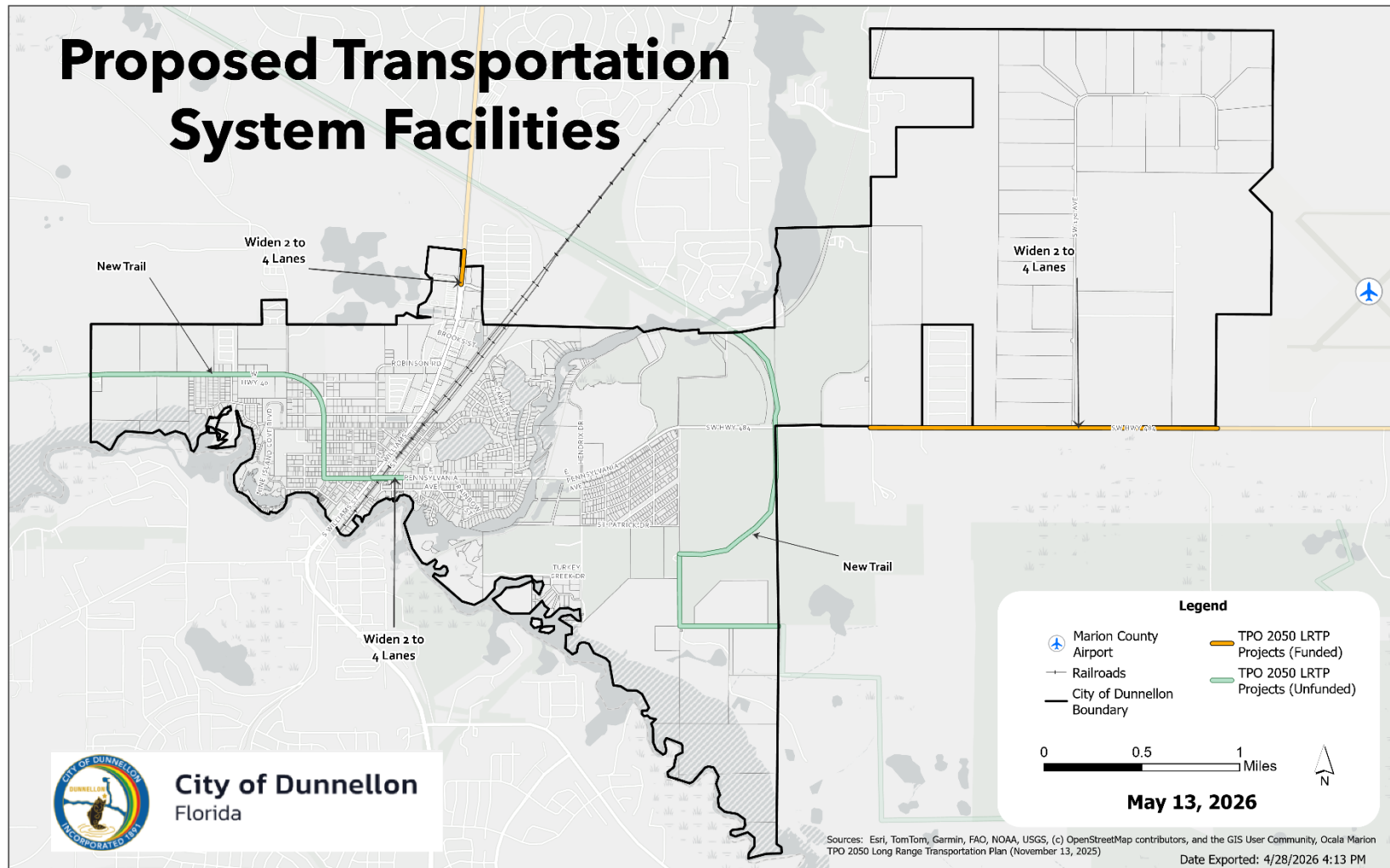


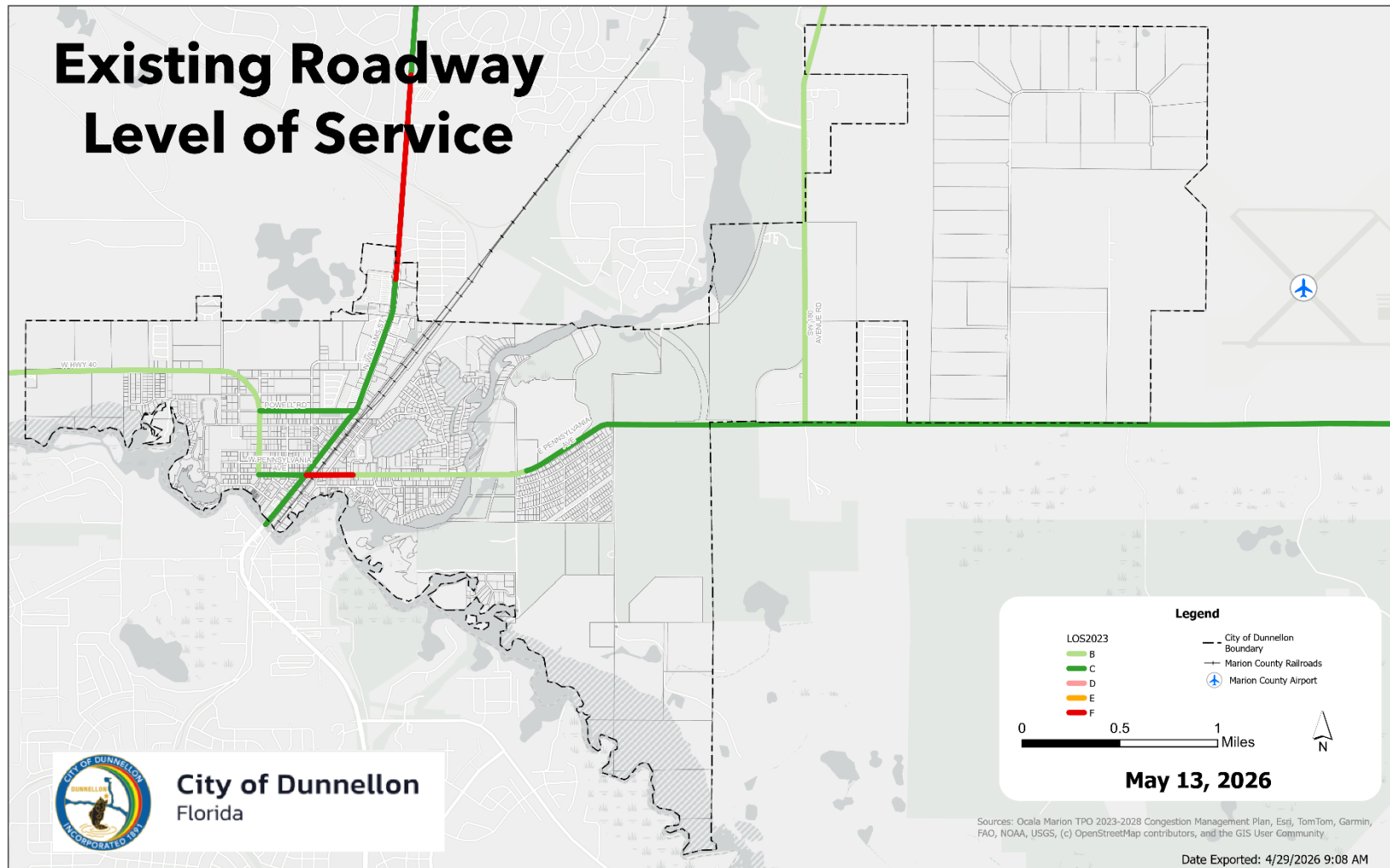
Aquifer Recharge Areas



Existing Transportation System Facilities







RESOLUTION NO. RES2026-09

A RESOLUTION BY THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE MARION COUNTY LOCAL MITIGATION STRATEGY PLAN 2025 UPDATE; PROVIDING FOR REPEAL AND CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dunnellon is vulnerable to the human and economic costs of natural, technological, and societal disasters, and the City Council recognizes the importance of reducing or eliminating those vulnerabilities for the overall safety, health, and welfare of the community; and

WHEREAS, the City of Dunnellon recognizes that regardless of efforts and preparation to reduce or eliminate such vulnerabilities, natural, technological, and societal disasters may occur and recovery from such disasters is critical to the overall safety, health, and welfare of the community; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 ("Act") required each local jurisdiction to establish and maintain an individual local mitigation plan or actively participate in the development and maintenance of multi-jurisdictional local mitigation plan; and

WHEREAS, the Act significantly expanded the mitigation planning requirements in order for state and local jurisdictions to maintain their eligibility for Federal hazard mitigation funds; and

WHEREAS, Chapter 44 CFR Sections 201 & 206 provide that a local jurisdiction(s) must review and revise the local mitigation plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and update the local mitigation plan a minimum of every five (5) years in order to continue to be eligible for Federal hazard mitigation funds under the Federal Emergency Management Agency ("FEMA"); and

WHEREAS, the Florida Division of Emergency Management ("FDEM") is the State of Florida office responsible for reviewing and coordinating local mitigation plans for State and Federal compliance as well as distributing State allocated Federal hazard mitigation funds; and

WHEREAS, Rule 9G-22 of the Florida Administrative Code, titles a local mitigation plan as the jurisdiction's Local Mitigation Strategy ("LMS") and sets forth the method for monitoring and evaluating changes to hazard assessments, project priority list, critical facilities list, repetitive flood-loss list, and map revisions; and

WHEREAS, Marion County and the City of Ocala, the City of Belleview, the City of Dunnellon, the Town of McIntosh, the Town of Reddick, community interests, and stakeholders have prepared, adopted, and maintained a Local Mitigation Strategy Plan

(“LMS Plan”) which presents a unified strategy toward building a disaster-resilient community; and

WHEREAS, the Marion County LMS Working Group is comprised of fourteen members, one each selected from the Marion County Board of County Commissioners, the City of Ocala, the City of Belleview, the City of Dunnellon, the Marion County Emergency Operations Center, the Marion County School Board, the Ocala/Marion County Chamber & Economic Partnership, the Ocala Marion County Realtors/Builders Association, the Salvation Army, a local power provider, a local health care provider and two county residents; and

WHEREAS, the Marion County Board of County Commissioners tasked the LMS Working Group to create and maintain the Marion County LMS Plan; and

WHEREAS, Marion County’s original LMS Plan was approved and adopted in 1999 by Resolution No. 99-R-293 and updated by Resolution 05-R-108; Resolution 11-R-129; Resolution 16-R-115 and Resolution 21-R-214; and

WHEREAS, the LMS Working Group prepared the *Marion County Local Mitigation Strategy Five-Year Plan 2025 Update* (“Update”) pursuant to Chapter 44 CFR Sec. 201 and Rule 9G-22, F.A.C., including conducting public outreach to receive public comment and recommendations regarding the Update; and

WHEREAS, the Update has received conditional approval by the FDEM and FEMA; and

WHEREAS, the FDEM and FEMA conditional approval of the LMS Update will become final upon adoption of the Update by the Board of County Commissioners; now therefore,

BE IT RESOLVED, by the City Council of the City of Dunnellon in Marion County, Florida:

SECTION 1. ADOPTION. The City Council of the City of Dunnellon, FL approves and adopts the *Marion County Local Mitigation Strategy Five-Year Plan 2025 Update*.

SECTION 2. COPY OF FILE. A copy of the *Marion County Local Mitigation Strategy Five-Year Plan 2025 Update* shall be maintained on file with the Marion County Clerk of Court of the Board and in the Marion County Growth Services Department.

SECTION 3. REPEAL AND CONFLICT. The *Marion County Local Mitigation Strategy Five-Year Plan 2025 Update* shall stand as the Marion County Local Mitigation Strategy superseding prior editions.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 13th day of May 2026.

ATTEST: CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA

WALTER L. GREEN
Mayor, City of Dunnellon

AMANDA L. ODOM, CMC
City Clerk

Approve as to Form and Legality
For the use of the City only:

Andrew J. Hand
City Attorney

RESOLUTION #RES2026-11

**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 13th day of May 2026, that:

1. The property described in “Exhibit A”, attached hereto and incorporated herein by reference, is hereby declared surplus and shall be disposed of through a sealed bid process in accordance with applicable laws, regulations, and policies.
2. Weapons, magazines, and ammunition shall be disposed of in single lots or groups as identified in Exhibit “A”. Bids shall only be accepted from certified law enforcement agencies and entities possessing a valid Federal Firearms License (Type 1, Type 2, or Type 7).
3. All computers shall be disposed of as a single lot.

Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 13th day of May 2026.

ATTEST:

CITY OF DUNNELLON, FLORIDA

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to form:

Andrew J. Hand, City Attorney

**Resolution #RES2026-11
EXHIBIT A**

Weapons					
Type	Manufacturer	Model	Serial Number	Magazines	
Handgun	Glock	23	NWG299	3	
Handgun	Glock	43X	BTTW840	1	
Handgun	Glock	43	AHAZ295	2	
Handgun	Glock	45	CCZH782	2	
Handgun	Glock	45	CCZH785	3	
Handgun	Glock	45	CCZH851	3	
Handgun	Glock	45	CCZH853	3	
Handgun	Glock	45	CCZH855	3	
	Total: 8			Total: 20	
Rifle	Stag Arms	Stag-15	122947	0	
Rifle	Spike's Tactical	ST15	RM-23988	0	
Rifle	Spike's Tactical	ST15	RM-23990	0	
Rifle	Spike's Tactical	ST15	RM-23991	0	
Rifle	Spike's Tactical	ST15	RM-23997	0	
Rifle	Spike's Tactical	ST15	RM-23998	0	
Rifle	Spike's Tactical	ST15	RM-23999	0	
Rifle	Spike's Tactical	ST15	SBR-27149	0	
Rifle	Spike's Tactical	ST15	SBR-27151	0	
Rifle	Spike's Tactical	ST15	SBR-27152	0	
	Total: 10				
Shotgun	Mossburg	500 ATP	J193941	N/A	
Shotgun	Mossburg	500 ATP6	H267310	N/A	
	Total: 2				
Handgun	Magazines	Metal		4	
Rifle	Magazines	Metal		7	
Rifle	Magazines	PMAG		24	
Ammunition					
Caliber	Brand	Round	Box	Total #	Additional
9MM	CCI / Speer	124 Grain	27	1350	Gold Dot
9MM	Winchester	147 Grain	10	500	Ranger One Duty Ammo
9MM	Aguila	115 Grain	40	2000	FMJ
9MM	Winchester	124 Grain	2	100	FMJ
9MM	Mix	Mix	1	101	Loose Box
40	Mix	Mix	1	25	Loose Box
5.56	Aguila	55 Grain	42	1260	FMJ
5.56/.223	Mix	Mix	1	151	Loose Box / Also has 7 additional blanks
12 Ga	Federal	00 Buck	10	50	2 3/4 inch shells
12 Ga	Defense Technology	Bean Bag	10	129	Drag Stabilized Bean Bag Rounds, 1 box not full
9MM	Ultimate Training Munitions	Man Marking (Sim)		2000	Simunition Training Rounds
5.56	Ultimate Training Munitions	Man Marking (Sim)		2000	Simunition Training Rounds
Computers - Mobile Data Terminals					
Brand	Model	Serial Number			
Panasonic	Toughbook	5FTSA79065			
Panasonic	Toughbook	8GTTA58711			
Panasonic	Toughbook	7GTSA43887			
Panasonic	Toughbook	7FTSA37368			
Panasonic	Toughbook	8GTTA58702			
Panasonic	Toughbook	8GTTA58734			
Panasonic	Toughbook	0JTTA80400			
Vehicles					
Year	Make	Model	VIN	Mileage	
2024	Ford	F150	1FTEW1CP1PKF31029	27,287	
2015	Chevrolet	Tahoe	1GNLC2EC3FR694665	145,817	

City of Dunnellon
Agenda Summary Form

Meeting Date: May 13, 2026

1. Responsible Department: Community Development
2. Presenter: Wil Ary
3. Recommended Action: Approve Agreement #AGR2026-09 with Woodard & Curran to conduct VAAP

Subject: Professional Services Agreement #AGR2026-09 with Woodard & Curran for Vulnerability Assessment and Adaptation Plan (VAAP) Piggybacking Authorization Pursuant to City Code Section 2-382

Request for Approval Summary Explanation & Background:

The City of Dunnellon is seeking City Council approval to enter into a Professional Services Agreement with Woodard & Curran for the development of a Vulnerability Assessment and Adaptation Plan (VAAP). Florida law requires communities to complete a VAAP as part of ongoing resilience and compliance obligations under State Statute. The VAAP will evaluate the City's property and infrastructure for vulnerabilities related to natural hazards, climate impacts, and other risks, and will outline adaptation strategies to protect public health and ensure system reliability.

Rather than initiating a separate competitive procurement process, the City is proposing to procure these services through the piggybacking procedure authorized under Section 2-382(2) of the City of Dunnellon Code of Ordinances.

Woodard & Curran was competitively selected by the City of Groveland through a formal competitive bidding process. The firm has agreed to extend substantially the same terms, conditions, and pricing to the City of Dunnellon as were established in that contract. The use of piggybacking is in the best interests of the City as it:

- Avoids duplicative procurement costs and delays;
- Leverages a competitively bid contract already in place with a qualified firm;
- Accelerates the timeline to meet the State's VAAP requirements; and
- Ensures comparable pricing and scope of services.

Scope of Services:

Woodard & Curran's services under the Agreement will include, but are not limited to:

- Review and assessment of existing property and infrastructure;
- Identification of vulnerabilities related to natural hazards, extreme weather events, sea level rise, and other climate-related risks;
- Development of adaptation strategies and capital improvement recommendations;
- Preparation of the formal VAAP document in accordance with applicable State requirements;
- Coordination with City staff throughout the process.
-

Fiscal Information: The cost associated with this Agreement will be reimbursed by FDEP Grant Agreement #AGR2026-05.

Attorney Review: Yes

**AGREEMENT FOR
LIMITED PROFESSIONAL SERVICES**

THIS AGREEMENT is made by and between the **CITY OF DUNNELLON**, a Florida municipal corporation with an address of 20750 River Dr, Dunnellon, Florida 34431 (the “CITY”), and **WOODARD & CURRAN, INC.**, a Main corporation authorized to do business in the State of Florida with a principal address of 12 Mountfort Street, Portland, Maine 04101 (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Consultant Services Agreement for Citywide On-Call Professional Services between the City of Groveland, Florida, and CONTRACTOR, dated April 29, 2024 (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by the City of Groveland through RFP #2023-RFP-019; and

WHEREAS, CONTRACTOR has exhibited in its response to RFP #2023-RFP-019 that it is capable of providing the services required by the CITY.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

A. Except as otherwise modified or specified herein, CONTRACTOR shall provide materials, labor, and services to the CITY in accordance with the Underlying Agreement, attached hereto as **Exhibit 1** and incorporated herein. The scope of work for each specific project under this Agreement shall be set forth via written authorization (a “Task Order”) issued by the CITY. Each Task Order shall be deemed incorporated into and made part of this Agreement upon execution of the parties. In the event of conflict or inconsistencies between this Agreement and any Task Order, the terms of this Agreement shall govern and control. No obligation to either provide or pay for any services shall be incurred by either party unless and until a Task Order has been executed in accordance with the terms of this Agreement.

B. Any provisions in the Underlying Agreement that are or could be construed as including within the scope of work any “professional services” that fall under the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined in Fla. Stat. § 287.055, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice are **EXPRESSLY EXCLUDED AND SHALL HAVE NO FORCE OR EFFECT**.

C. CONTRACTOR expressly acknowledges and agrees that the CITY may require the inclusion of supplementary provisions in a Task Order to ensure compliance with any applicable funding restrictions, including, but not limited to, requirements or limitations imposed by State or Federal funding sources.

SECTION 2. TERM AND TERMINATION

The term shall commence on the latest date of execution by all signatories to this Agreement (the “Effective Date”) and continue for a period of five (5) years, unless terminated earlier as set forth herein. All work in progress at the time of expiration of the Agreement will extend beyond the expiration date; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work. Either party may terminate this Agreement, or any Task Order issued hereunder, by giving sixty (60) days’ advance written notice in writing to the other.

SECTION 3. CONTRACT PROVISIONS; CONFLICT

The parties agree to be bound by all the terms and conditions of the Underlying Contract, including any attached exhibits and any addendums or amendments issued thereto, unless otherwise modified or specified herein. To the extent there are any conflicts or inconsistencies between this Agreement and the terms and conditions of the Underlying Contract, as amended, or any other attachment or exhibit hereto, the terms and conditions of this Agreement shall govern and control. In addition, in the event the CITY issues a task order, task authorization, purchase order, memorandum, letter, or any other instrument addressing the services, work, and/or materials to be provided and performed under this Agreement, the parties hereby expressly acknowledge and agree that any such purchase order, memorandum, letter, or other instrument is for the CITY’s internal purposes only, and any terms, provisions, or conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by CONTRACTOR shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 4. COMPENSATION; ANNUAL APPROPRIATION

A. Pricing for the services performed by CONTRACTOR under this Agreement shall be in accordance with the Hourly Billing Rate Schedule attached to **Exhibit 1**. The parties may negotiate a not-to-exceed amount based on the Hourly Billing Rate Schedule for each Task Order issued hereto. CONTRACTOR shall not proceed with any work that would exceed the established not-to-exceed amount unless and until the CITY provides prior written authorization and the CITY shall have no obligation for any costs or expenses incurred beyond the not-to-exceed amount without such prior written authorization.

B. Notwithstanding any contrary provision in the Underlying Contract, CONTRACTOR shall not charge, and the CITY shall have no obligation to pay for, any travel, per diem, mileage, or the like expenses unless approved in advance in writing by the CITY.

C. Payment by the CITY shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Unless otherwise indicated by the CITY in writing, CONTRACTOR shall submit monthly invoices to the City of Dunnellon for all services actually performed.

D. The services to be performed under this Agreement are subject to the annual appropriation of funds by the CITY. The CITY reserves the right, in its sole discretion, to forgo use of CONTRACTOR for any work which may fall within the scope of this Agreement.

SECTION 5. CONTRACTOR OBLIGATIONS

A. Notwithstanding any contrary provision in the Underlying Contract, all materials, labor, and services to be provided or performed shall be completed in a good and workmanlike manner in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any applicable Federal, State, or local regulatory agency. CONTRACTOR shall not have the authority to create or cause to be created any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude all claims or demands for any payment expected by virtue of this Agreement.

B. CONTRACTOR shall remain authorized to do business within the State of Florida, maintain adequate and competent staff, and ensure that all its employees, agents, representatives, volunteers, and the like, fully comply with all the terms and conditions set forth herein.

C. The services shall only be performed by CONTRACTOR and shall not be subcontracted to any third party or other independent contractors without the CITY's prior written approval, which approval shall be at the CITY's sole discretion. CONTRACTOR shall be responsible for the payment of all subcontractors and remain liable for the satisfactory completion of all subcontracted work.

SECTION 6. APPLICABLE LAW; VENUE; JURY TRIAL WAIVER

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Marion County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 7. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that CONTRACTOR, in performing its obligations under this Agreement, shall be deemed an independent contractor and that nothing in this Agreement and no course of dealing between the parties shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Agreement. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

SECTION 8. **NOTICE**

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each party shall notify the other in writing of any changes to their contact information. Routine day-to-day communications may be conducted via email.

CITY:

Attn: City Manager
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

CONTRACTOR:

Justin DeMello, Senior Client Manager
Woodard & Curran, Inc.
210 S. Florida Avenue, Suite 220
Lakeland, Florida 32801

SECTION 9. **INSURANCE**

CONTRACTOR shall obtain and maintain throughout the term of this Agreement insurance of the type and with the respective limits as determined to be reasonably necessary by the CITY. CONTRACTOR shall provide the CITY with insurance certificates demonstrating compliance prior to the start of any work hereunder. CONTRACTOR shall notify the CITY in the event of cancellation or material change to the CONTRACTOR's insurance coverage(s). **All policies shall name the City of Dunnellon as an additional insured.**

SECTION 10. **INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify and hold harmless the CITY and its officials, employees, agents, representatives, and volunteers from and against any causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs and expenses, and any liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or connected to this Agreement, except to the extent caused by the gross negligence or intentional misconduct of the CITY. The provisions and obligations of this Section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 11. **DISPUTE RESOLUTION**

In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations. Either party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other party. If the parties are unable to resolve the dispute within thirty (30) days of such notice, the parties may proceed to resolve the matter through alternative dispute resolution procedures. The parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation. Notwithstanding the existence of a claim or other dispute between the parties, CONTRACTOR shall be obligated to prosecute all work in a good and workmanlike manner and in accordance with this Agreement provided the CITY continues to make payment of undisputed amounts. CONTRACTOR and its subcontractors shall have no right to suspend any performance of services hereunder or to cause any work to be delayed due to the existence of a claim or dispute.

SECTION 12. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if and to the extent that such failure or delay is caused by an event or condition beyond its reasonable control (a "Force Majeure Event"). A Force Majeure Event shall include, but not be limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, or acts of God. A delayed or nonperforming party shall use reasonable efforts to notify the other party of the occurrence of a Force Majeure Event within five (5) days of the Event's occurrence.

SECTION 13. **PUBLIC RECORDS**

A. Pursuant to Fla. Stat. § 119.0701, CONTRACTOR agrees to:

1. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance of services under this Agreement.
2. Upon request from the CITY's custodian of public records, provide the 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 allowed by Fla. Stat. Chapter 119 or as otherwise provided by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of this Agreement until the records are transferred to the CITY.
4. Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the CITY's custodian of public records in a format that is compatible with the CITY's information technology systems. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

B. In accordance with Florida law, CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY and other penalties as provided by law.

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

SECTION 14. AUDITING, RECORDS, AND INSPECTION

Throughout the term of this Agreement, CONTRACTOR shall maintain, and require any subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the “Records”) in compliance with generally accepted accounting procedures. Such Records shall be available, upon request, to the CITY or the CITY’s designee at any time during the initial term of this Agreement and any extension thereof, and for three (3) years from the termination or natural expiration of this Agreement. CONTRACTOR expressly acknowledges that by virtue of this Agreement Records relating to the services provided hereunder shall be subject to the applicable provisions of Florida’s Public Records Law (Fla. Stat. Chapter 119).

SECTION 15. SOVEREIGN IMMUNITY

The CITY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed as a waiver of immunity or limit of liability of the CITY beyond any statutory limited waiver of immunity or limits of liability which have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorneys’ fees, and costs, regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Fla. Stat. § 448.095(5), 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 Fla. Stat. § 448.095. CONTRACTOR hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. CONTRACTOR shall provide evidence of such registration and compliance, including copies of any subcontract affidavits, upon request by the CITY. 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. In the event the CITY incurs costs as a result of CONTRACTOR’s breach of this Section, any such costs shall be paid by CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 17. PUBLIC ENTITY CRIMES

In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR's affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this Section may result in the immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 18. CONFLICT OF INTEREST

CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the CITY shall have the right to immediately terminate this Agreement without liability and without regard to any notice requirements herein and any other penalties provided by law.

SECTION 19. SCRUTINIZED COMPANIES

In accordance with Fla. Stat. § 287.135, CONTRACTOR hereby certifies that neither CONTRACTOR nor any subsidiary, parent company, or affiliate of CONTRACTOR is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event CONTRACTOR, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this Section, including any false certification, may subject CONTRACTOR to civil penalties, immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT

CONTRACTOR hereby certifies that CONTRACTOR does not use "coercion" for "labor" or "services," as defined in Fla. Stat. § 787.06, and that CONTRACTOR has provided or will provide to the CITY an executed Human Trafficking Affidavit in accordance with Fla. Stat. § 787.06.

SECTION 21. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is being entered into for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

SECTION 22. **COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

SECTION 23. **WAIVER; SEVERABILITY**

No waiver of the CITY of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative. The CITY's failure to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

SECTION 24. **HEADINGS; JOINT AUTHORSHIP**

All headings and captions contained in this Agreement and any exhibits or attachments hereto are for the purpose of convenience only and shall not be deemed to expand, limit, or change the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

SECTION 25. **USE OF CITY MARKS**

CONTRACTOR may only use the CITY's name, logo, seal, and/or flag with the CITY's express written permission and in a manner consistent with any CITY policy related to the same. In addition, CONTRACTOR shall not use the CITY's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the CITY's express written permission.

SECTION 26. **EQUAL OPPORTUNITY EMPLOYER**

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable Federal, State, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 27. **ASSIGNMENT; BINDING EFFECT**

CONTRACTOR shall not assign, delegate, or otherwise transfer, either in whole or in part, any interest, right, or obligation set forth in this Agreement, without the express written approval of the CITY, which consent shall be at the CITY's sole discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and/or assigns.

SECTION 28. **ENTIRE AGREEMENT; AMENDMENT**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement. The covenants, terms, and provisions of this Agreement may only be amended, supplemented, or otherwise changed by written instrument executed by an authorized representative of each party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

CITY OF DUNNELLON

Walter L. Green, Mayor

ATTEST:

Amanda L. Odom, CMC, City Clerk

Date

WOODARD & CURRAN, INC.

Signature

Name

Title

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2026, by _____, who personally swore that he/she is authorized to execute this Agreement and thereby bind **Woodard & Curran, Inc.**, and who ☐ is personally known to me or ☐ has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of Florida

EXHIBIT 1

**Underlying Contract, as amended, between
the City of Groveland and Woodard & Curran, Inc.**

CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this 29 day of April, 2024, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 South Lake Avenue, Groveland, Florida 34736, and **WOODARD & CURRAN, INC.**, (hereinafter referred to as "CONSULTANT"), a Maine Foreign Profit Corporation, Federal Employer Identification Number 01-0363222, whose principal location is 12 Mountfort Street, Portland, Maine 04101.

PREMISES

WHEREAS, the CITY issued a Request for Proposals (RFP) #2023-RFP-019, Citywide On-Call Professional Services for the purpose of contracting with multiple consulting firms to provide general and professional services to include capital construction projects or studies;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY for the outlined services upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied, that CONSULTANT is qualified and competent to perform such services, and,

WHEREAS, this Agreement shall constitute a continuing services contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional services as provided in RFP 2023-RFP-019, Citywide On-Call Professional Services, which is incorporated by reference herein, and services as outlined within Exhibit A, Scope of Professional Services, attached. CONSULTANT will perform all such services in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

This Agreement is a continuing contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Orders to be performed by the CONSULTANT under this Agreement shall be approved and authorized by the CITY's representative in writing by issuance of CITY approved purchase orders, pursuant to the CONSULTANT's proposal and fee, whether or not modified by negotiation.

The CITY shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The CITY, at its option, may elect to have any of the services set forth herein performed by other consultants or CITY staff. CONSULTANT shall be responsible for the accuracy of the work products and shall promptly correct its errors and omissions without additional compensation. Acceptance of work products by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

2. COMPENSATION AND METHOD OF PAYMENT

CITY shall pay CONSULTANT in accordance with Exhibit B, Hourly Billing Rate Schedule, which is attached hereto and incorporated herein by reference as part of this Consultant Services Agreement (CSA). The Hourly Billing Rate Schedule identifies all job classifications, which will perform billable services pursuant to this CSA and the hourly rate for each job classification. Only those job classifications incorporated into Exhibit B will be authorized to provide services to the CITY. The CITY reserves the right to negotiate additional job classifications, should the need arise.

Exhibit B, Hourly Rate Schedule will reflect the following:

- a. Job Classification;
- b. CONSULTANT's hourly rate for job classification;
- c. CONSULTANT's multiplier; and

- d. Actual hourly billing rate after application of multiplier to CONSULTANT's hourly rate.

The CONSULTANT shall, when requiring the services of subconsultants, be responsible for the integration of all subconsultants' work into the documents and for all payments to such subconsultants out of the approved Task Order. Services rendered by the CONSULTANT in connection with the coordination of any such subconsultants or other personnel services shall be considered within the scope of the Agreement and no additional fee will be due the CONSULTANT for such work.

Consumables, miscellaneous expenses, and travel expenses shall be paid in accordance with FS 112.061 and the City of Groveland Travel Policy, dated March 16, 2020, which is attached hereto and incorporated herein as Exhibit C. Any charge submitted as a pre-approved expense, i.e., materials, supplies, equipment, etc., shall be billed at cost plus ten percent (10%).

The CONSULTANT'S compensation shall be established and authorized for each Task Order on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the Agreement. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the first year of the Agreement. Compensation for any authorized cost that is not set forth in the Agreement shall be negotiated prior to issuance of the Task Order and shall be supported by Exhibit B, Hourly Billing Rate Schedule.

- A. CONSULTANT shall provide a "Not-to-Exceed" fee for the approved Task Order. The total sum of all personnel, including subconsultants, expenses, and miscellaneous costs supported by the approved Task Order shall be considered a "Not-to-Exceed" fee. No additional compensation shall be due unless changes are made to the approved Task Order.
- B. Exhibit B, Hourly Rate Schedule may be adjusted one time annually and then only at the beginning of each new one-year period with the consent of the CITY which consent may be withheld in its sole discretion. All such adjustments must be supported by a CITY approved index with calculations reflecting a clear equation supporting the proposed adjustment(s).
- C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month based upon progress completed to date. All travel, per diem, mileage, etc., will be in accordance with Exhibit C, Travel Policy.
- D. Upon satisfactory completion of the Task Order or any change order thereto in the form of a Revised Task Order, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.
- E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT in accordance with Florida Statute Sections 218.73 – 218.74, Local Government Prompt Payment Act.
- F. When work is assigned, CONSULTANT must submit a comprehensive scope with all relevant information incorporated to the CITY within ten (10) days of assignment. Once the CITY accepts the comprehensive scope it is affixed to the Task Order or Revised Task Order, as applicable, and is made a part thereof.

3. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under any Task Order under this Agreement. Such changes and method of compensation must be agreed upon in writing by Revised Task Order(s) and updated Purchase Order.

4. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with any Task Order issued under this Agreement. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT.

6. REPRESENTATIVE OF THE CITY AND CONSULTANT

- A. It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.
- B. CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Justin DeMello, Senior Client Manager
Woodard & Curran, Inc.
210 S. Florida Avenue, Suite 220
Lakeland, Florida 33801

7. TERM OF THE AGREEMENT

The term of this Agreement shall be from the date last signed by a party to this Agreement until the last day of the last month of the fifth (5th) year after original execution. All work in progress at the time of expiration of the Agreement will extend beyond the expiration of this Agreement; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work.

CONSULTANT may request an increase to Exhibit B on an annual basis at the anniversary of the Agreement. This request should be submitted no less than 60 days prior to commencement of the new period.

8. TERMINATION

- A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.
- B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work to the CITY, whether completed or in progress, which is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 6. above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.
- C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

9. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the CITY, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its subconsultants, or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT'S insurance as required herein or one million dollars (\$1,000,000.00), whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any. Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages

- A. The CITY'S review, comment, and observation of the CONSULTANT'S service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

10. INSURANCE

- A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a \$2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than \$1,000,000 per claim, as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Renewal certificates shall be provided to CITY within 30 days of renewal.
- B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.
- C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.
- D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

11. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in connection with its services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT. Notwithstanding any other provision to the contrary, Consultant will retain all right, title and interest, including without limitation all intellectual property rights in and to (a) Consultant's designs, software applications, methodologies, programs, proprietary software, software frameworks, source code, and (b) third-party works or products that Consultant has acquired the rights to use or derivative works or modifications to the same.

12. REUSE OF DOCUMENTS

- A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects at the CITY's own risk.
- B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held professionally liable or responsible for any such reuse.
- C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

13. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to City

TJ Fish
Director of Transportation & Public Works
156 S. Lake Avenue
Groveland, Florida 34736
tj.fish@groveland-fl.gov

If to Consultant

Justin DeMello, Senior Client Manager
Woodard & Curran, Inc.
210 S. Florida Avenue, Suite 220
Lakeland, Florida 32801
jdemello@woodardcurran.com

With a copy to:

Michael Hein
City Manager
156 S. Lake Avenue
Groveland, Florida 34736

Anita Geraci-Carver
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711

And an electronic copy to the City's Procurement Manager at chris.coghill@groveland-fl.gov.

14. EQUAL OPPORTUNITY EMPLOYMENT

That CONSULTANT, for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenants and agrees that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status will be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

15. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

16. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this Agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

17. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

18. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

19. INDEPENDENT CONSULTANT

It is hereby mutually agreed that CONSULTANT is and shall remain an independent CONSULTANT and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. If placed on that list, CONSULTANT must notify the CITY immediately and is prohibited from providing any goods or further services to the CITY.

22. PUBLIC RECORDS

Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the CITY in order to perform the Services. Upon request from the CITY's Custodian of Public Records, the CONSULTANT shall provide the CITY with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the

CONSULTANT does not transfer the records to the CITY. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain all public records required by the CITY to perform the Services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. If CONSULTANT does not comply with this section, the CITY will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WRIGHT, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 730-9285, VIRGINIA.WRIGHT@GROVELAND-FL.GOV.

23. FORCE MAJEURE

CONSULTANT shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the CONSULTANT or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONSULTANT'S control, or for any of the foregoing that affect subconsultants or suppliers if no alternate source of supply is available to the CONSULTANT. In case of any delay the CONSULTANT believes is excusable, the CONSULTANT shall notify the CITY in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONSULTANT could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the CONSULTANT first had reason to believe that a delay could result..

24. FEDERAL REQUIREMENTS.

The Parties recognize that specific terms, regulations and requirements outlined in paragraph 25 of this Agreement are applicable in limited circumstances. If specific terms, regulations and requirements in paragraph 25 of this Agreement are applicable to a Scope of Work, then the CITY will disclose that information to the CONSULTANT in any applicable Task Order. If disclosed in a Task Order, then the following specific terms, regulations, and requirements shall apply to the extent that the CITY is required to flow down said requirements to the CONSULTANT. The parties agree that the Consultant is categorized as a contractor not a sub-recipient for any applicable Task Orders.

Only if applicable and to the extent required by law, CONSULTANT is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Public Assistance Program and Policy Guide (PAPPG).

This contract is subject to change based on guidance from the Federal funding source, following an executed amendment indicating the agreement of both parties.

Equal Employment Opportunity

- A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, -all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶.

B. Key Definitions.

- 1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- 2) Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- 3) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- 4) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the CONSULTANT agrees as follows:
 - a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT 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, 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. The CONSULTANT 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.
 - b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
 - d) The CONSULTANT 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.
 - e) The CONSULTANT 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.
 - f) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT 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 as 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 bylaw.
 - g) The CONSULTANT 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 SUBCONSULTANT or vendor. The CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

- A. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

- B. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part1. See 2 C.F.R. Part 200, Appendix II, ¶.
- C. Under 40 U.S.C. §3702, each CONSULTANT must be 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.
- D. 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 that 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.
- E. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- 1) Overtime requirements. No CONSULTANT or SUBCONSULTANT 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.
 - 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 CONSULTANT and any SUBCONSULTANT responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and SUBCONSULTANT shall be liable to the United States (in the case of work done under CONSULTANT 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) Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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 CONSULTANT or SUBCONSULTANT under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or SUBCONSULTANT for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the SUBCONSULTANTS to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through 94) of this section.

Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the CONSULTANT, SUBCONSULTANT, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the CONSULTANT to agree 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). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

- A. Clean Air Act.
 - 1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key 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) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.
- B. Federal Water Pollution Control Act.
 - 1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key 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) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency Management Agency.

Procurement of Recovered Materials

- A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.
- B. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. 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 by 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 Environmental Protection Agency guidelines.
 - 1) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
 - 2) Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms

- A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime CONSULTANT partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- B. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.

- C. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
- 1) Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
 - 2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
 - 3) Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

Default and Remedy

If the CONSULTANT materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to:

- a. Immediately terminate this contract by delivering written notice to the CONSULTANT, and
- b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all work performed through the date of contract termination.

Termination for Cause

This Contract may be terminated by the CITY, in whole or in part, at any time, due to the failure of the CONSULTANT to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall:

- a. Immediately discontinue all work and deliver to the CITY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing the work under this contract, regardless of state of completion.
- b. Unless in dispute, claim, or other remedy, the CONSULTANT shall be paid for work completed to the date of termination.

Termination for Convenience

The CITY, by written notice, may terminate this contract, in whole or in part, when it is in the CITY's best interest. If this contract is terminated, the CITY shall be liable only for goods or services delivered and accepted. The CITY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

Program Fraud and False or Fraudulent Statements or Related Acts

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT or its principals (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).
- B. The CONSULTANT 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.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT 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, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By submission of a proposal, Proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subconsultants are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies 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 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 recipient.

- 25. **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.
- 26. **ADDENDUM NO. 1.** Addendum No. 1 to Consultant Services Agreement attached hereto is incorporated herein and is a part of this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:


Print Name: Lisa Cortese


Print Name: Travis Jackson

ATTEST

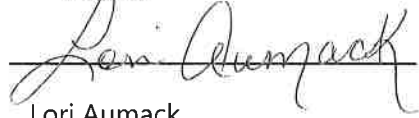

Virginia Wright, CITY Clerk

CITY OF GROVELAND


Chris Coghill, Procurement Director

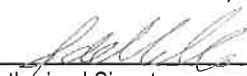
Date: 4/29/24

WITNESSES:


Lori Aumack
Printed Name

Printed Name

WOODARD & CURRAN, INC.


Authorized Signatory

Justin deMello
Printed Name
Vice President

Title

Date: April 29, 2024

ADDENDUM NO. 1 TO
CONSULTANT SERVICES AGREEMENT

Conflict of Interest per Ch. 112, Part III

This Agreement is subject to Chapter 112, FL Statute (2023), and CONSULTANT shall disclose the name of any officer, director, employee, or other agent who is also an employee of the CITY. The CONSULTANT shall also disclose the name of any CITY employee who owns, directly or indirectly, more than a five percent (5%) interest in the CONSULTANT's, or its affiliates, business entity.

Truth-In-Negotiation Certificate

Execution of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price, any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

If State-funded, the Audit Rights provision below applies:

Audit Rights

The CITY reserves the right to audit the records of the CONSULTANT for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the CITY. If required by the CITY, the CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by the CITY. The CONSULTANT must allow the CITY to inspect, examine and review the records of the CONSULTANT in relation to this contract at any and all times during normal business hours during the term of the contract.

Discriminatory Vendor List

CONSULTANT hereby acknowledges its continuous duty to disclose to the CITY if the CONSULTANT or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

Foreign Gifts and Contracts

The CONSULTANT must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 268.101(7)(b), Florida Statutes: “In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or an political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per § 14.202, Florida Statutes] for a good cause.”

Prohibition on Gratuities and Kickbacks

It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract or to any solicitation of proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a contract to CONSULTANT or higher tier sub-contractor any person associated therewith, as an inducement of the aware of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract, subcontract, and solicitation, therefore.

Scrutinized Companies pursuant to Sections 287.135 and 215.473, Florida Statutes

CONSULTANT hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If CITY determines that CONSULTANT has falsely certified facts under this paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended.

E-Verify Requirements

Effective January 1, 2021, public and private employers, contractors and subcontractor must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by CONSULTANT to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by CONSULTANT to perform work pursuant to the contract with the CITY. The CONSULTANT acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY.

By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095 Florida Statutes, "Employee Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to CITY incurred as a result of the termination of this Agreement in accordance with this Section.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a contractor based on social, political, or ideological interests such as:

- a) The contractor's political opinions, speech, or affiliations.
- b) The contractor's religious beliefs, religious exercise, or religion affiliations.
- c) The contractor's lawful ownership of a firearm.
- d) The contractor's engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
- e) The contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
- f) The contractor's support of the state of Federal Government in combatting illegal immigration, drug trafficking, or human trafficking.
- g) The contractor's engagement with, facilitation of, employment by support of, business relationship with, representation of, or advocacy for any person described in this paragraph.
- h) The contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such contractor is in compliance with applicable state or federal law:
 - 1. Environmental standards, including emissions standards, benchmarks, requirements, or disclosures.
 - 2. Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice.
 - 3. Corporate board or company employment composition standards benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992.
 - 4. Policies and procedures requiring or encouraging employee participation in social justice programming, including but not limited to, diversity, equity, or inclusion training.

Contractors are also prohibited from giving preference to subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

Equal Employment Opportunity 2 C.F.R. Part 200. During the performance of this contract, the CONSULTANT agrees as follows: (1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT 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 identity, 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. The CONSULTANT 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) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information. (4) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The CONSULTANT 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. (6) The CONSULTANT 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. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT 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 Contract Provisions Guide 12 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. (8) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clause above and such other clauses as federal agencies may by appropriate instructions require, and also a clause requiring the sub-contractor s to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and sub-contractor as provided in 29 C.F.R. § 5.12.

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country;

covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause -

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities 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; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing -

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a sub-contractor at any tier or by any other source, the CONSULTANT shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The CONSULTANT shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The CONSULTANT shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals

such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Federal Funding. This is an acknowledgement that federal financial assistance may be used to fund all or a portion of the contract, and will be disclosed in any applicable Task Order. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

Minimum Wages. Under the Contract, the wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Contract, must not be less than the prevailing wages rates for similar classifications for work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislative by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Sovereign Immunity. CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of CITY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which would otherwise be barred under the law.

Compliance with Federal Standards All items to be purchased under this contract must be in accordance with all governmental standards to include, but not limited to, those issued by the Occupational Safety and Health Administration, the National Institute of Occupational Safety Hazards, and the National Fire Prevention Association.

CITY OF GROVELAND, FLORIDA



ATTEST:



Virginia Wright, City Clerk

Date:

4/29/2024

WOODARD & CURRAN, INC.
CONSULTANT: _____



Signature of consultant's Authorized Official

Date: April 29, 2024

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Woodard & Curran, Inc



Signature of consultant's Authorized Official

Justin deMello, Vice President

Name and Title of consultant's Authorized Official

April 29, 2024

Date

EXHIBIT A, SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional and/or consulting services for CITY projects on an as-needed basis. CONSULTANT shall be selected on a rotational basis, based upon discipline, unless such documentation provides valid reasoning as to a specific CONSULTANT being selected. When this occurs, CONSULTANT shall remain next in the rotation. These projects, for those disciplines that fall under the Consultant's Competitive Negotiation Act (CCNA), FS 287.055, no construction project may exceed \$4,000,000 and no study may exceed \$500,000. A Task Order will be issued by the CITY and the CONSULTANT shall provide an initial scope and fee, which will then be negotiated to final form. The scope and the cost shall be negotiated after the CONSULTANT has been engaged.

Vendor	Environmental Consulting	Geotechnical/ Hydrogeologic Services	Stormwater Consulting	Surveying, Mapping and GIS	Traffic/ Transportation Planning & Engineering	Water, Wastewater & Reclaimed Water Infrastructure	Landscape Architectural Professional Services	Planning & Community Development Professional Services	Architectural Services / Facilities & Asset Management	Public Works Services	Construction Management & Inspection and Structural Services	Mechanical Electrical & Plumbing (MEP)	Finance Services	State Revolving Fund Support
Bio-Tech Consulting, Inc.	X													
CivilSurv			X	X		X								
CPH, LLC.			X	X	X	X	X	X	X		X	X		
Data Management and Visual Insights (Data MVI)				X										
Florida Technical Consultants, LLC				X										
Geographic Technologies Group				X										
Hale Innovation, LLC			X		X	X		X					X	X
Half Associates, Inc.	X			X	X	X	X			X				X
Kimley-Horn and Associates, Inc.	X	X*	X	X*	X	X	X	X	X	X	X	X		
KMF Architects							X	X	X		X	X		
Madrid CPWG	X	X	X		X	X	X							
McCree Design Builders, Inc.			X				X		X		X	X		
Nadic Engineering Services		X	X		X	X			X	X	X			
Raftelis Financial Consultants, Inc.													X	
SMW GeoSciences, inc.	X	X				X								
Southeastern Surveying and Mapping Corporation				X										
Surface Water Professionals	X	X	X											
The Lunz Group, Inc.	X	X	X	X			X	X	X		X	X		
Volkert, Inc.				X	X						X			
Woodard & Curran Inc.	X	X	X			X		X		X	X		X	X
WSP USA Environment & Infrastructure Inc.	X	X	X			X		X		X	X		X	X
YBE Consulting, Inc	X													

Public 2026

STAFF TYPE	HOURLY RATE
Administrative	\$125
Drafter / Project Assistant / Technician 1	\$140
Graphic Artist / Project Specialist	\$150
Graphics Manager / Senior Project Assistant	\$160
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	\$165
Designer 2 / Engineer 1 / Geologist 2 / GIS Analyst 2 / Scientist 2 / Specifications Manager	\$170
Planner 2 / Technical Specialist 1 / Technician 3	\$175
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	\$180
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	\$190
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	\$205
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	\$210
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	\$215
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	\$225
Senior Cost Estimator / Senior Planner	\$230
GIS Manager / Project Manager 1 / Technical Manager 1	\$240
Construction Manager / Project Manager 2 / Technical Manager 2	\$260
Program Manager	\$265
Senior Project Manager / Senior Technical Manager	\$270
Senior Consultant / Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	\$275
Principal in Charge / Senior Technical Consultant	\$280
National Technical Leader / Senior Practice Leader	\$290
EXPENSES	
Travel	\$0.70 / mile
Other Direct Costs	At Cost Plus 15%
Subconsultants/Subcontractors	At Cost Plus 15%

NOTES

Mileage rate will change as the federal allowable rate is modified.

Business Travel Expense Policy



Groveland
FLORIDA

City with Natural Charm™

A. Purpose

The purpose of this Policy is to ensure the City of Groveland reimburses employees and council for reasonable business travel expenses incurred while on assignments away from the City.

B. Scope

This Policy shall apply to business travel expenses incurred for which reimbursement is requested by employees and council.

C. Definitions

Council Member: An elected official of the City of Groveland representing the residents. This will also include the Mayor and Vice Mayor for the purpose of this policy.

Employee: An individual employed by the City of Groveland drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Incidental Expenses: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Per Diem: An allowance for each day for the purchase of meals and incidental items arising from business travel.

D. Responsibilities

The employee or council member who is traveling is responsible for providing the details of his/her travel plans and receiving any necessary preauthorization approvals and complying with all the policy guidelines and requirements. The employee or council member is responsible for identifying and utilizing the most responsible and efficient means when traveling for City business.

E. Eligible Expenses

The following are types of expenses which are eligible for reimbursement per the policy.

1. Registrations

The cost associated with registering for training/conference.

2. Transportation

Employees are encouraged to utilize the most efficient means for travel to and from the destination and shall consult with their department director. This could include:

1. Use a City vehicle purchased for employee travel; or

2. Use a City vehicle already permanently assigned to them; or
3. Use of a personal vehicle; or
4. Use of a rental car; or
5. Use of air transportation; or
6. Use of rail transportation.

Mileage - Employees using their privately owned vehicle for official authorized City business shall be reimbursed for such use at the IRS Standard Mileage Rate. This rate shall be adjusted annually on January 1st in accordance with the IRS Standard Mileage Rate. This rate applies for both in and out-of-county travel. The 2020 IRS standard mileage rate is \$0.575 per mile.

Internet mapping (via Google Maps) should be submitted to document the estimated mileage and may also be used for documentation of the actual mileage. The employee may submit actual mileage should estimate vary from the actual. Mileage will be based on distance from employee's normal workplace or from their home, whichever is closer to their final travel destination only. <https://www.google.com/maps>

Employees are eligible to receive mileage reimbursement for in and out of City mileage incurred. Department Directors may receive mileage reimbursement as long as the destination is 10 miles or greater from their work location.

Rental Car: Standard rental car is covered if it is required/cost effective. Documentation showing airfare quotes, rental car quotes and mileage and other estimated expenses required with travel forms. Preauthorization is required. Standard rental car is considered to be \$35 a day rental or mid-sized rental car (or equivalent size). If a group is traveling together, a larger rental car may be appropriate and can be authorized by a Department Director or City Manager.

Parking: Standard parking only {Valet parking is considered an upgrade and would only be covered if no other parking is available}

Tolls: (this should be noted on Internet mapping)

Taxi/Rideshare:

- Transportation from the airport to the hotel.
- If the conference is more than .5 miles {10-minute walk} distance from the hotel, the city authorizes one taxi/rideshare to and from the hotel to the conference daily provided there is no free shuttle available from the hotel. All exceptions must be then approved by the City Manager, when necessary.
- If the conference has a function that is offsite, documentation for the function must be included in order to be covered.

- Tips related to taxi/rideshares are limited to 10% of the fare.

Airfare: Base airfare is covered and a maximum of one checked bag. Seat selection is allowed. *Travel insurance if preauthorized by the Finance Director and City Manager with documentation to show just cause.*

3. Lodging

The City will cover the full cost of lodging for:

- Standard Room Charge (no hotel upgrades)
- Air B&B, Lifekey, etc. (standard accommodation)

Lodging is expected to be reasonable based on the travel location and length of stay.

4. Meals

Meals are paid at the standard IRS/GSA per diem rate. The rates are based on the Orlando identified location and updated per the IRS/GSA per diem rate for that identified area and will be updated per the IRS/GSA website. www.gsa.gov/portal/category/100120. If the individual is traveling to a location with a higher IRS/GSA per diem rate as indicated by the above website, the City Manager is allowed to authorize the higher per diem rate.

The 2020 rate for the Orlando region is as follows:

Description	Amount
Meals & Incidentals Total (per day)	\$66.00
First & Last day of Travel	\$49.50
Breakfast	\$16.00
Lunch	\$17.00
Dinner	\$28.00
Incidental Expenses	\$ 5.00

The use of the individual reimbursement amounts is listed for when travel does not require an overnight stay. Per Diem will only be paid out for a maximum of 14 days of travel. If travel is longer than 14 days, costs of meals and incidentals will have to be verified for any additional reimbursement and may not exceed the per meal rate. If additional reimbursement will be requested, receipts of all meals and incidentals will be required for the entire length of the trip and costs will be verified so that expenses do not exceed the allowed meal costs.

Incidental Expenses are only paid as part of per diem for travel which results in overnight stays.

F. Ineligible Expenses

Any of the expenses not listed in section E would be considered ineligible expenses. The below list is not to be considered the only ineligible expenses. Some examples are included below for a reference.

- Hotel upgrades
- Personal room charges
- Alcoholic beverages
- Meals, food and other drinks, etc. when per diem has been issued.
- Personal care items
- Sales tax for in state travel
- Costs related to spouses, children or other non-employees of the City
- Airfare - priority boarding or upgrades in class to business/ first class

G. Approvals

Department Directors approve travel for all employees within their department and the City Manager approves Department Head and City Council travel. Finance Director will review and approve reimbursements to the City Manager.

Department Directors are responsible for managing the business travel expenses for their department in relation to their budgets. If anticipated travel costs will exceed the department budget related to travel, the travel will have to be approved by the Finance Director and City Manager.

H. Travel Reimbursement

When travel is completed, employees and council members must submit completed travel expense reports within five business days. Complete a travel expense report with required approvals and sent to the Finance Department for reimbursement. Reports must be accompanied by receipts for all individual expenses requesting reimbursement exclusive of use of per diem. Examples of receipts needed would include lodging, rental cars, air fare, taxis, parking, etc... Meals will not require receipts unless requesting reimbursement over the maximum number of days per diem is provided.

Please also refer to the Credit Card policy if the City issued credit card was used for any of the expenses while traveling.

I. Personal Time & Travel Guests

Employees and council members on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with the successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from

such nonbusiness travel or companions are the responsibility of the employee/council member and are not to be charged to a City credit card or be reimbursed.

J. Abuse of Policy

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

K. Authority

Approved and adopted by the Groveland City Council by Resolution Number 2020-17 on March 16, 2020.

City of Dunnellon
Agenda Summary Form

Meeting Date: May 4, 2026

1. Responsible Department: Parks & Recreation
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Consider 5-year renewal of Sublease Agreement #LEA2021-01 with the Florida Department of Environmental Protection, Division of Recreation and Parks (FDEP Sublease Number 4013-133).

Subject: Lease Agreement #LEA2021-01, 5-year renewal for property used for the Dunnellon Little League ballfield

Request for Approval Summary Explanation & Background:

The Florida Department of Environmental Protection leases the subject property from the Division of State Lands, Lease #4013. Since 1998, The City of Dunnellon has subleased the property from FDEP for the purpose of recreational ball fields.

The current 5-year sublease #LEA2021-01 (FDEP #4013-133) with the Florida Department of Environmental Protection, expires on September 13, 2026. The lease agreement provides for two 5-year renewal options. The Department reached out to the City on February 11, 2026, inquiring whether the City would like to consider exercising the first option to renew the lease for an additional 5-year term.

On April 16, 2026, the city received a letter of consent from the Division of Recreation and Parks to renew the sublease (attached).

The Division is requiring written confirmation from the City requesting a 5-year lease extension. If the Council chooses to renew, staff will prepare a written request.

Procurement Method: N/A

Fiscal Information: N/A

Attorney Review: N/A



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

March 23, 2026

Amanda Odom, City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

Re: City of Dunnellon – Ballfield Sublease - 4013-133 - Renewal

Dear Ms. Odom,

The Division of Recreation and Parks (DRP) has reviewed the application submitted by the City of Dunnellon for renewal of Sublease 4013-133, originally filed in 2016 with three 5-year renewal options years and a mutual option to cancel with a 6-month written notice. The current renewal period is set to expire on September 13, 2026. As manager of the Marjorie Harris Carr Cross Florida Greenways Recreation and Conservation Area (Greenway), under lease 4013, DRP recommends renewal of the sublease and has no objection to the renewal of the sublease for the sole purpose of the management and operation of a ballpark for recreational purposes. DRP has determined that this use does not conflict with the goals of the Greenway's approved management plan.

Should the Board of Trustees of the Internal Improvement Trust Fund (BOT), approve the sublease renewal, DRP requests that the existing special conditions be included and remain in full force and effect.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Alsentzer".

Daniel Alsentzer, Environmental Administrator
Office of Park Planning
Division of Recreation and Parks

cc: Robert Yero, District 3, Chief
Kelly Conley, Park Manager
Angel Granger, Land Administration Manager, OPP
Shana Smith, GOC I/BPLA

**FIFTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DUNNELLON
AND M.T. CAUSLEY, LLC**

THIS FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made effective as of the date of the last signature below by and between the City of Dunnellon, a Florida municipal corporation ("Municipality"), and M.T. Causley, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on November 2, 2020, establishing the terms and conditions for providing services; and

WHEREAS, on October 24, 2022, the Parties executed Amendment One to the Agreement with the purpose of adding services beyond those set forth in the Agreement on an as-needed basis; and

WHEREAS, on January 1, 2023, the Parties executed Amendment Two to the Agreement to revise the Fee Schedule for Services; and

WHEREAS, on January 10, 2024, the Parties executed Amendment Three to the Agreement to revise the Fee Schedule for Services; and

WHEREAS, on February 12, 2025, the Parties executed the Fourth Amendment to the Agreement to revise the Fee Schedule for Services; and

WHEREAS, pursuant to the Agreement, hourly rates listed shall be increased based upon the annual increase of the Consumer Price Index ("CPI"); and

WHEREAS, the Parties desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Municipality shall compensate Consultant based on Exhibit B-1 (Revised Fee Schedule for Services), attached hereto and incorporated herein.
3. All other conditions and terms of the original Agreement, Amendment One, Amendment Two, Amendment Three, and the Fourth Amendment not specifically amended herein shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

M.T. CAUSLEY, LLC
Matthew K. Causley
Signature: Causley
Name: Matthew K. Causley
Title: President
Date: April 23, 2026

Digitally signed by Matthew
K. Causley
Date: 2026.04.23 12:38:36
-04'00'

CITY OF DUNNELLON, FLORIDA
Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit B –1
Revised Fee Schedule for Services

SERVICES	STANDARD HOURLY RATE*
Building Official – May 1, 2026 – April 30, 2027	\$116.00 per hour – one (1) hour minimum
– Residential and Commercial Inspection (all Trades)	
– Residential and Commercial Plan Review (all Trades)	
– Flood Plain Management	
Building Official – May 1, 2027 – April 30, 2028	\$120.00 per hour – one (1) hour minimum
– Residential and Commercial Inspection (all Trades)	
– Residential and Commercial Plan Review (all Trades)	
– Flood Plain Management	
Code Enforcement	\$90.00 per hour – two (2) hour minimum
Permit Technician	\$75.00 per hour
ADDITIONAL STAFF – as requested by Municipality	
Professional Planning Services – Remote	\$140.00 per hour
Grant Writing	\$140.00 per hour
GIS Services	\$140.00 per hour
Residential and Commercial Inspection Services	\$110.00 per hour – one (1) hour minimum
– Includes Building, Electrical, Plumbing and Mechanical	
Residential and Commercial Plan Review Services	\$110.00 per hour – one (1) hour minimum
– Includes Building, Electrical, Plumbing and Mechanical	
Weekend/After Hours/Emergency Inspection Services	\$165.00 per hour – two (2) hour minimum
Time tracked will start when staff checks in at the city or first inspection site	