Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
City Council Meeting
April 15, 2026, 5:00 PM

Dunnellon City Council meeting will be held on April 15, 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, April 8, 2026. The agenda was amended on Thursday, April 9th to add backup to item #2c, on Monday, April 13th to add minutes to the consent agenda, and on April 14th to add item #7a.

Council's Comments Regarding Agenda

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

Consent Agenda

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

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

Approval of Minutes

Documents:
December 10 2025 Meeting.pdf
January 5 2026 Workshop.pdf

January 14 2026 Meeting.pdf

Approve Chief Bray's request for paid administrative leave

Documents:
20260323_Paid Admin Leave.pdf

Authorize the Mayor to sign Agreement #AGR2026-04, Interlocal Agreement with Marion County regarding Airport Protection Zoning Regulations

Documents:
Agreement AGR2026-04 Airport Protection Zoning Regulations.pdf

Authorize the Mayor to sign Agreement #AGR2026-05, FDEP Resilient Florida Grant

Documents:
Agreement AGR2026-05 FDEP Resilient Florida Grant.pdf

Regular Agenda

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

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 Public Hearing Ordinance #ORD2026-01, Special Events (published on the City's Website 3/30/2026 and in the Riverland News 4/03/2026)

Ordinance #ORD2026-01 Notice: This public hearing was duly advertised. Staff have been directed to perform a roundtable and bring comments back to the Council. The hearing will be opened and continued to May 13, 2026 at 5:00 PM or thereafter, 20750 River Drive Dunnellon, FL 34431, at which time the hearing will be reconvened.

2.b Public Hearing - Ordinance #ORD2026-05, Adopting Water Supply Facilities Work Plan (Published on the City's Website 3/26/2026 and in the Riverland News on 4/03/2026)

2.c First Reading Ordinance #ORD2026-05, Adopting Water Supply Facilities Work Plan

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:
Agenda Summary for Ordinance ORD2026-05 Water Supply Facilities Work Plan.pdf
Ordinance ORD2026-05 Water Supply Facilities Work Plan.pdf
Ordinance ORD2026-05 Business Impact Estimate.pdf

3. **Ordinances**

3.a First 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_DRAFT.pdf
Ordinance ORD2026-04 Business Impact Estimate.pdf

4. **Resolutions**

4.a Resolution #RES2026-07, Approving Data and Analysis Report

Accept Public Comment

Proposed Motion: I move Resolution #RES2026-07 be read by title only.

Proposed Motion: I move Resolution #RES2026-07 be approved.

Documents:
Agenda Summary for Resolution RES2026-07 Comprehensive Plan Data and Analysis Report.pdf
Resolution RES2026-07 Comprehensive Plan Data and Analysis Reportv.pdf

5. **Regular Agenda Item**

5.a Agreement #AGR2026-06, Contract for the Sale and Purchase of Surplus Property on Powell Road, Parcel #3350-071-000

Accept Public Comment

Proposed Motion: I move the Mayor be authorized to sign Agreement #AGR2026-06 with Bobbette Allen for the sale and purchase of surplus property located on Powell Road, Parcel #3350-071-000 in the amount of $90,000.

Documents:
Agreement AGR2026-06 Powell Road Surplus Property_Buyer Signed.pdf
Estimated Net Proceeds SELLER_Powell Rd.pdf

5.b Rescind Letters of Support for Rainbow River Restoration Project

Accept Public Comment

Proposed Motion: I move to rescind the 2019 and 2022 letters sent in support of the Rainbow River Restoration Project.

Documents:
20190408_Letter_Support_OneRakeAtATime.pdf
20220707_Letter_Support_OneRakeAtATime.pdf

6. **Staff Agenda Items**

7. Council Agenda Items

7.a City Council Decorum - Councilwoman Hanchar

8. **Department Reports**

9. **Council Liaison Reports and Comments**

10. **City Attorney Report**

Adjourn

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

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

City of Dunnellon
City Council Meeting

Date: December 10, 2025
Time: 5:00 p.m.
Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance
Mayor Green called the meeting to order at approximately 5:00 p.m. and led the Council in the Pledge of Allegiance.

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

Roll Call
Walter Green, Mayor, Seat 1
Reece Taschenberger, Councilman, Seat 2
Tim Inskeep, Vice-Mayor, Seat 3
Valerie Hanchar, Councilwoman, Seat 4
Rex Lehmann, Councilman, Seat 5

Staff Present
Mandy Odom, City Clerk
Schonna McLean, Finance Officer
Chad Ward, Public Works Manager
Chief Ron Bray, Police Department
William Ary, Community Development Manager
Michelle Leonard, Assistant City Clerk
Julie Danowski, Records Clerk

Legal Counsel
Andrew Hand, Shephard, Smith, Kohlmyer & Hand, P.A.

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

Council Comments Regarding Agenda
There were no Council comments.

Public Comment on non-agenda items
There were no public comments.

Consent Agenda

- Approval of Minutes
    - September 10, 2025 Meeting
    - September 24, 2025 Special Joint Meeting
    - October 06, 2025 Workshop
    - October 15, 2025 Meeting
    - October 27, 2025 Special Meeting
- Approval of Proclamation #PRO2025-03, Gloria Williams Centenarian

Councilwoman Hanchar moved the consent agenda be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Regular Agenda

1. Marion County Sheriff's Office Report

Lt. Moore was unable to attend the meeting, and Mrs. Odom shared the prior months statistics stating they were also provided to Councilmembers via email prior to the meeting. She shared Lt. Moore said Council is welcome to phone him if they have any questions.

2. Discussion – Dunnellon Christmas Parade cost split with Dunnellon Chamber & Business Association

Mrs. Odom reported the expense spreadsheet has been updated to include additional Public Works cost incurred from the parade. She explained the department collected approximately 25 gallons of trash along Cedar Street and Pennsylvania Avenue, which required about two additional hours of labor. She said fuel costs for the light tower generator totaled $15.00 for 4.086 gallons of diesel, and the additional charges brought the City's total expense to $717. Mrs. Odom advised the invoice for the Marion County Sheriff's Office detail has not yet been received and will be provided by the DCBA. She said invoices have been received for the porta-potty rental and for the Ink Spot signage bringing the DCBA total to $1,179. She explained based on the authorized cost split; there is a difference of $462 with the City's reimbursement amount at $231. She added the payment would be issued once the MCSO invoice is received and if the amount is different, it would be brought to Council for further direction.

Councilwoman Hanchar asked about Mrs. Odom's payment authority. Mrs. Odom explained because the expense was unbudgeted, she preferred to obtain Council authorization prior to issuing a payment. She requested Council consent to release payment if costs did not change materially.

Vice-Mayor Inskeep suggested establishing a small variance threshold to avoid returning to Council for minor differences. Mrs. Odom responded the Sheriff's Office charges were based on a six-hour detail and are not expected to exceed the estimate. Chief Bray stated the County has been transparent with its charges and he supported paying the final amount as invoiced.

Council consented to authorizing payment to the DCBA once the MCSO invoice is received, provided the amount did not exceed the estimate by more than approximately $50.

Public Hearing Statement
Mrs. Odom read the following into the record:

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

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

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

3. Public Hearing
3.a) Public Hearing Ordinance #ORD2025-12, Parking Regulations
Mayor Green gaveled down and stated, *"It is now 5:13 p.m. and I close the regular Council meeting and open the public hearing held to discuss Ordinance #ORD2025-12, Parking Regulations. Published on the City's website 11/24/2025 and in the Riverland News on 11/28/2025."*

Staff Report
Attorney Hand advised Council the Ordinance before them is for a second reading and reflects the incorporated changes discussed during the prior meetings.

Councilman Lehmann asked if the Ordinance only pertained to parking regulations without including the SafeParc agreement. Attorney Hand confirmed he was correct and explained the SafeParc agreement is in its final stages of creation. He advised Council he reviewed the revisions returned by SafeParc and the draft agreement is acceptable from a legal standpoint. Mrs. Odom said staff is reviewing it and plans to bring it to Council in January for discussion. She added she will distribute the draft agreement to Council well in advance of the workshop. Councilman Lehmann requested Attorney Hand include his mark-ups when the draft agreement is shared to provide a better understanding of the issues under consideration. Attorney Hand agreed to the request.

Public Comment:
There were no public comments.

Mayor Green gaveled down and stated, *"It is now 5:15 p.m. and I close the public hearing and reopen the December 10th City Council Meeting."*

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

Public Comment

There were no public comments.

Councilman Lehmann moved Ordinance #ORD2025-12 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"ORDINANCE NO. ORD2025-12

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

Councilwoman Hanchar moved Ordinance #ORD2025-12 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

4. Regular Agenda Item

4.a) Fencing for Rainbow River Bridge

Public comment

There were no public comments.

Mr. Ward explained he contacted both Delamere Industries and TrueLine Constructors to clarify City versus contractor responsibilities. He said with TrueLine, the City would be responsible for concrete work, including constructing a slab and modifying pads to connect the fence along the bridge. However, Delamere fabricates their own fencing and the contractor will extend the posts to connect directly to the existing slab. He pointed out if Council chose Delamere, the City would not be required to perform concrete work because Delamere will handle all attachments. He noted this approach reduces liability concerns for the City.

Councilman Lehmann agreed with Mr. Ward and supported hiring the contractor who will do the entire job to prevent liability issues. He also asked whether fencing should be installed on the opposite side of the road as well, noting closing one area can sometimes shift problems elsewhere. Vice-Mayor Inskeep recommended proceeding with one side first, allowing the City to evaluate performance and identify any complications before considering expansion to the other side. Councilwoman Hanchar stated she supported moving forward with the fencing to address liability concerns and agreed with the recommendation for Delamere Industries.

Vice-Mayor Inskeep and Councilman Lehmann further discussed the differences between the contractors. Mr. Ward stated all bracing, and installation will be performed by Delamere if Council voted to accept their proposal.

Councilwoman Hanchar moved to authorize the Public Works Manager to proceed with the proposal from Delamere Industries in the amount of $23,700 to place an 8' high fence on the west end of the CR 484 bridge and on both the North and South side along the Rainbow River. Councilman Taschenberger seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

5. Agreements

5.a) Agreement #AGR2025-23, Deckard Technologies

Public Comment:

There were no public comments.

Mr. Ary summarized LocalGov will no longer provide access to the short-term rental monitoring software, Rentalscape. He said to maintain continuous monitoring of the City's 109 registered short-term rental properties, he recommends contracting directly with Deckard Technologies, Inc. He explained the proposed one-year agreement will provide the same Rentalscape services, at the same annual cost, ensuring no interruption in compliance monitoring.

Councilman Lehmann moved to authorize the Mayor to sign Agreement #AGR2025-23 with Deckard Technologies Inc. for short-term rental identification and monitoring services. Councilman Taschenberger seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

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

Public Comment

There were no public comments.

Mrs. Odom explained with the new contract executed directly with Deckard Technologies for short-term rental monitoring, the $5,000 portion of the LocalGov agreement covering this feature must be removed. She added the LocalGov agreement has been revised to reflect this change.

Councilman Lehmann moved to authorize the Mayor to sign Agreement #AGR2025-24 with Azavar/LocalGov for Vacation Rental Registration. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

WALK-ON

Agreement #AGR2025-25, Akin Realty Company Listing Agreement

Mrs. Odom reminded Council they directed staff to prepare a Resolution declaring the Powell Road property as surplus. She informed them she secured a listing agreement with Akin Realty. She explained the initial proposed commission was 6%, but after discussion with Mr. Akin he agreed to reduce the

commission to 5% to allow the City to break even on the property. She noted at a sale price of $90,000, the City would realize approximately $500 more than originally spent. Mrs. Odom recommended approval of the listing agreement with Akin Realty contingent upon adoption of the Resolution declaring the Powell Road property as surplus.

Public Comment
There were no public comments.

Councilwoman Hanchar moved to authorize the Mayor to sign Agreement #AGR2025-25 with Akin Realty Company for vacant property on Powell Road, Parcel ID 3350-071-000, contingent upon adoption of the Surplus Resolution. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

WALK-ON
Agreement #AGR2025-22, James L. Gissy and/or Assigns
Mrs. Odom stated staff along with Attorney Hand worked with Mr. Gissy's attorney and closing agent to finalize the closing agreement for the former Police Department property. Attorney Hand explained the documents include a closing affidavit with a limited indemnification, which is customary. He said because it is included in the agreement, it is appropriate for City Council approval. Attorney Hand also explained under Florida law, governmental entities retain certain mineral rights upon sale of a property unless expressly waived. He advised Council the buyer has requested the waiver and it does not present a legal concern. He recommended authorizing the Mayor to execute all closing documents, contingent upon adoption of the Resolution associated with the sale of the property.

Councilwoman Hanchar moved to authorize the Mayor to sign all closing documents, including the affidavit and mineral rights waiver for Agreement #AGR2025-22, contingent upon adoption of Resolution #RES2025-48 approving the sale of the former Police Department property. Councilman Taschenberger seconded the motion. Mayor Green called for discussion.

Vice-Mayor Inskeep asked for clarification regarding removal of electrical and IT equipment, which staff confirmed had been addressed in the previously approved purchase and sale agreement. Mayor Green called for public comment and there was none.

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

6. Resolutions
6.a) Resolution #RES2025-44, Surplus Property Powell Road, Parcel #3350-071-000
Public Comment
There were no public comments.

Councilman Lehmann moved Resolution #RES2025-44 be read by title only. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-44
A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, DECLARING PROPERTY OWNED BY THE CITY, PROPERTY ID NO. 3350-071-00 LOCATED ON POWELL ROAD AS SURPLUS AND PROVIDING FOR DISPOSAL THEREOF. "

Councilwoman Hanchar moved Resolution #RES2025-44 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

6.b) Resolution #RES2025-45, Surplus Speed Trailer and Miscellaneous Equipment
Public Comment
There were no public comments.

Vice-Mayor Inskeep moved Resolution #RES2025-45 be read by title only. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion.

Discussion followed regarding the disposal method and whether to establish a minimum bid for the speed trailer. Mrs. Odom clarified the speed trailer will be disposed of through a sealed bid process, while miscellaneous equipment listed in Exhibit A will be disposed of through Weeks Auction Company. She confirmed the surplus generator was the older unit, not the newer generator.

Council discussed the original purchase price of the speed trailer which included licensing and shipping, the trailer's age, and its limited use. Mayor Green confirmed Council will retain the right to reject any or all sealed bids if they are not acceptable. Council consented to proceed without establishing a minimum bid, allowing them to evaluate market response and decline bids if necessary.

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

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-45
A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS AND PROVIDING FOR DISPOSAL THEREOF."

Councilwoman Hanchar moved Resolution #RES2025-45 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

6.c) Resolution #RES2025-46, CRA Plan Amendments
Public Comment
There were no public comments.

Councilman Lehmann moved Resolution #RES2025-46 be read by title only. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-46
A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE DUNNELLON COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE "

Councilwoman Hanchar moved Resolution #RES2025-46 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

WALK-ON
Resolution #RES2025-48, Waiver of Property Mineral Rights
Mrs. Odom advised Council this is the walk-on item which was previously discussed.

Vice-Mayor Inskeep moved Resolution #RES2025-48 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-48
A RESOLUTION OF THE CITY OF DUNNELLON APPROVING THE SALE AND CONVEYANCE OF REAL PROPERTY WITHIN THE CITY OF DUNNELLON LOCATED AT 12014 S. WILLIAMS STREET, AS FURTHER DESCRIBED HEREIN, FROM THE CITY OF DUNNELLON, FLORIDA, TO GISSY CONSTRUCTION, LLC; AUTHORIZING THE MAYOR OF THE CITY OF DUNNELLON TO EXECUTE THE DEED TO CONVEY SAID PROPERTY; WAIVING RESERVATION OF RIGHTS FOR PHOSPHATE, MINERALS, METALS, AND PETROLEUM PER S. 270.11, FLORIDA STATUTES IN, ON, OR UNDER SAID REAL PROPERTY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."

Councilwoman Hanchar moved Resolution #RES2025-48 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

7. Department Reports

- **City Clerk**

Mrs. Odom advised Council the TPO requested a letter of confirmation for the 2026 Council representative. Council agreed to defer action and review all liaison assignments at the January

workshop, which is consistent with past practice, and allow Councilman Taschenberger to consider the opportunities to participate. Vice-Mayor Inskeep noted the delay will not impact the TPO meeting schedule. Mrs. Odom stated she would notify the TPO of their decision and distribute the current liaison assignments to Council in advance of the January workshop.

- **Community Development**

Mr. Ary reported 33 permits issued in November, 21 registered short-term rentals, and 23 pending short-term rental applications. He added 17 Code Enforcement cases were heard by the Special Magistrate, with 4 more scheduled for January. He advised Council the Waffle House site plan review was delayed due to missing documentation but may be resubmitted in January to the Planning Commission. He reported the remaining Comprehensive Plan elements have been completed and the next phase will focus on the Future Land Use Map and the five-year Capital Improvement Plan. Mr. Ary stated the Certified Local Government application is moving forward, with a draft Ordinance submitted to the State for preliminary evaluation. He said this is to confirm it meets their required criteria prior to Attorney Hand's review.

- **Finance**

Mrs. McLean reported the Finance Department has been focused on preparing last year's financial records for the auditors, with a goal of having all materials ready by January 1st. She noted the process involved significant detail and effort. She advised the City has not yet received the reimbursement payment from FEMA for Hurricane Milton, which she anticipated was because of the Federal shutdown.

- **Public Works**

Mr. Ward reported last month Public Works completed 37 of 40 work orders. Cemetery activity included selling one new grave plot and performing routine maintenance. He provided an update on the former Police Department AC unit, noting relocating it to Public Works will cost approximately $3,370.

Mr. Ward reported on the annual FDOT bridge inspections for the City's two bridges in Blue Cove. He said major repairs have been identified, including potholes and cracked asphalt. He obtained a quote of approximately $1,400 from Grizzly Seal Coating to address these issues and recommended allocating up to $2,000 for Public Works to perform hot patching, crack sealing, and re-striping prior to the next inspection in February. He noted there are minor walkway repairs needed as well. Council agreed to allow Public Works to proceed with the bridge repairs using up to $2,000.

- **Police**

Chief Bray reported he is 99% moved out of the former police building and into his new office in City Hall. He noted the final FDLE network, internet, and IT work is scheduled to be completed this Thursday. He added the repurposed AC units have been removed and installation of a new split unit for the server room at City Hall is underway, which will help reduce excessive heat and prevent premature server issues.

Chief Bray provided a recap of the Christmas Parade, highlighting successful coordination among the Dunnellon Police Department, Marion County Sheriff's Office, the DCBA, and volunteers, with only minor issues reported. He stated reserve officers have completed approximately 100 hours of training and will begin more active field duties, including river patrols, starting in mid-January. He also thanked Council for approving the fence installation at the bridge, noting it addresses a long-standing safety concern in the area.

Mr. Ward reported for Code Enforcement stating 17 short-term rental cases were taken before the Magistrate. He said 11 of them will incur daily fines until they comply and 6 will be re-addressed at the January 13th hearing.

Mr. Ward stated there were concerns from FDOT regarding traffic congestion on US 41 during road closures for events such as the Christmas Parade. Council and staff noted there are limited alternate routes and closing US 41 does significantly impact traffic and residents' access. Suggestions included exploring alternative parade routes using less-trafficked side streets, splitting the parade into sections, and possibly keeping the route on the west side of town to minimize US 41 closures. Council emphasized the importance of safety and maintaining public access, noting despite careful planning, some traffic disruption is unavoidable. Ideas such as publishing road closures to mapping apps and using breaks in the parade to purge traffic were also discussed. Council consented to begin brainstorming now and refine the parade plan over the coming year to address traffic and safety challenges.

8. Council Liaison Reports and Comments

Vice-Mayor Inskeep commented on several unbudgeted or partially budgeted items. He noted the $24,000 fence project was not included in the budget but believed Community Redevelopment funds could cover the cost. He stated $1,500 was budgeted for bridge repairs and any additional expense would need to be addressed elsewhere. He also noted the estimated $6,120 cost to relocate air conditioning units from the Police Department to City Hall and Public Works was not currently reflected in the budget. Councilwoman Hanchar suggested using proceeds from the sale of property to cover the expense. Vice-Mayor Inskeep replied multiple funding options are available, including contingency funds, and indicated staff would review and identify appropriate sources.

Mayor Green expressed optimism regarding the railroad tie situation in Dunnellon, referencing information shared by Representative J.J. Grow at the recent First Missionary Baptist Church meeting. He stated the matter remains ongoing, noted he had not received written confirmation, and conveyed confidence the issue would be resolved. Mayor Green wished everyone a Merry Christmas and noted the next meeting would be held in the new year.

9. City Attorney Report

Attorney Hand wished everyone a Happy Holiday season.

Adjourn

At 6:19 p.m. Councilwoman Hanchar moved the City Council meeting be adjourned. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 5-0.

_____

Penned signature of:
Walter L. Green, Mayor

Attest:

_____

Penned signature of:
Amanda Odom, CMC, City Clerk

City of Dunnellon
City Council Workshop

Date: January 05, 2026
Time: 5:00 p.m.
Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance:
Mayor Green called the meeting to order at approximately 5:03 p.m. and led the Council in the Pledge of Allegiance.

Opening Prayer/Moment of Silence
Mayor Green invited any citizen wishing to volunteer to open with prayer. Anita Williams provided the invocation.

Roll Call
Walter Green, Mayor, Seat 1
Reese Taschenberger, Councilman, Seat 2
Tim Inskeep, Vice-Mayor, Seat 3
Valerie Hanchar, Councilwoman, Seat 4
Rex Lehmann, Councilman, Seat 5

Staff Present
Mandy Odom, City Clerk
Schonna McLean, Finance Officer
Chad Ward, Public Works Manager
William Ary, Community Development Manager
Chief Ron Bray, Police Department
Michelle Leonard, Assistant City Clerk
Julie Danowski, Records Clerk

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

Proof of Publication
The agenda was posted on the City's website and City Hall bulletin board on Monday, December 29, 2025.

1. Public Comments
David Pahl, 12088 Wekiwa Circle, commended the City Council for working together to address the railroad tie issue.

2. Board Reports
There were no board reports.

3. Dunnellon Chamber and Business Association Reports
Paisley Bower, Executive Director, read the following into the record:

"Happy New Year everyone! 2025 wrapped up beautifully with the Dunnellon Small Town Christmas Parade. We have received tons of amazing feedback from the community. Our Volunteers were incredible and helped things run smoothly. Special thanks to Chief Bray and his team along with the City for helping this run safely and successfully.

New Members from 12/1/25
Sally Love Real Estate Inc.
Finca Pinar
Wizard of Wash LLC
Advance America

Chamber & Member Events:
-The DCBA Annual Awards Banquet is coming up January 29th at the Back 40 Barn. The theme this year is Milestones. Food will be provided by Roughstocks Catering with Steak and Lobster on the menu. Tickets are on sale now, $55 for members and $65 for non-members. Sponsorships are also available.
-We conducted new Board Member interviews in December and are pleased to announce that two individuals will be officially installed tomorrow evening at our Board Meeting.
-Business After Hours at Fish Hawk on February 18th 5:30pm.
-We have our next networking dinner mixer at The Front Porch on February 24th at 5:30pm.
-Boomtown is on the books for April 11th.

Old Business:
We are always looking for volunteers both in the office and for our events, and sponsors for our events, and we would like to encourage anyone who is interested in doing either to contact us."

Ms. Bower thanked Vice-Mayor Inskeep for serving as the DCBA liaison for the past two years, noting the role is typically a one-year term. She inquired who the liaison would be for 2026. Mrs. Odom said the matter is to be discussed tonight during agenda Item #5a.

4. Council Agenda Items
4.a) Vice-Mayor Inskeep

- Right of Way Maintenance

Vice-Mayor Inskeep raised concerns about it being unclear who is responsible for tree maintenance and removal in City rights-of-way. Attorney Hand explained the Code assigns the responsibility to the abutting property owners. He added the City and utility companies are generally responsible for trimming over the roadway, though circumstances may vary.

After further discussion, Council directed staff to review the City Code and bring recommendations to the next meeting which will incorporate and ensure consistent, practical standards.

- Special Event Ordinance

Vice-Mayor Inskeep reported he reviewed the Special Events Ordinance and determined it needs updating based on his experience at the last event. He stated staff have identified changes to various parts of the Ordinance which need clarification including definitions, who should be responsible for various costs, traffic plans, law enforcement, etc. He said they are working on a draft which should be ready for the February workshop. He noted Chief Bray's review of the proposed draft has not revealed any immediate concerns. Vice-Mayor Inskeep stated the next step is to have MCSO and Attorney Hand review it. Councilmembers expressed their agreement with the process as Vice-Mayor Inskeep outlined.

- Police Building Reserve

Vice-Mayor Inskeep proposed reallocating the police building reserve funds to support updates to the Land Development Regulations (LDR) and road projects. Mrs. McLean recommended retaining the current reserve until Police Department decisions are finalized. After Council discussion about prior planning costs and future funding needs, they agreed to follow Mrs. McLean's recommendation.

5. Discussion

5.a) Liaison Assignments

Mrs. Odom reviewed the current Council liaison assignments Ms. Leonard emailed to Council earlier. Council discussed their willingness to continue the assignments with only a few changes. Councilwoman Hanchar agreed to an additional assignment of participating in helping the County plan the United States 250th Anniversary celebration.

Mrs. Odom announced the School Board Interlocal Agreement Technical Working Group meeting is scheduled for February 18th from 1:00 p.m. to 3:30 p.m. and they have requested full Council participation. Councilman Lehmann reported he is exploring a City-wide Fourth of July flag display and will bring information to the next meeting for Council review.

6. Regular Agenda Items

6.a) Bid #BID2025-04, Capital Road Projects

Mr. Ward reported four bids were received for the 2025 Capital Road Projects 5-Year Plan. He recommended Council award the bid to the lowest bidder, Pave Rite, Inc. in the amount of $1,674,254.45. Council discussion noted prior positive experience with Pave Rite and no objections were raised to the recommendation. Council agreed to add this item to the consent agenda.

6.b) Agreement #AGR2025-21, SafeParc

Mrs. Odom presented the SafeParc agreement with minor revisions, including a clarification of hardware responsibilities, a three-year initial term, automatic annual renewals, notice requirements, and a few typographical errors. She said exhibits were added for City properties. Councilman Lehmann asked for confirmation the agreement does not include a minimum revenue or performance requirements. Council agreed to add this item to the consent agenda.

7. Ordinances

7.a) Ordinance #ORD2025-13, Recovery Residences

Mr. Ary explained the Ordinance implements a State-mandated process for recovery residences, also known as "sober homes". He said it establishes a uniform procedural review with a very limited ability for municipalities to change. Council discussion confirmed the City has limited legal authority to deny building applications.

Public Comment

David Pahl, 12088 Wekiwa Circle, urged proactive oversight due to potential community impacts.

Mr. Ary noted the Ordinance will be reviewed by the Planning Commission on Tuesday and is scheduled for first reading at next week's Council meeting. Council agreed to add this to the regular agenda.

6.b) Agreement #AGR2025-21, SafeParc – Continuation

Mrs. Odom presented a draft Resolution to establish fees once launch and parking cameras and enforcement become operational. She expects installation to be complete in approximately 60 days. She reviewed the proposed fees, and Vice-Mayor Inskeep reviewed a spreadsheet showing the projected annual revenue for the City to be about $48,000.

Council discussed parking impacts on local businesses and their employees. Council agreed to a fee structure of $5 daily vehicle parking, $10 daily trailer parking, $10 per vessel launch, $150 annual non-resident permit, and $25 annual resident permit, with enforcement handled by SafeParc. Council directed staff to return with the Resolution for formal consideration in February.

8. Resolutions

8.a) Resolution #RES2025-49, Surplus Electronics and Equipment

Mrs. Odom explained the Resolution authorizes disposal of surplus property. She advised the electronic equipment will be recycled with certified data wiping, the two police trailers will be sold at auction, and two Conex containers will be sold to the Town of Yankeetown for $1,500. She said a third police trailer was excluded from the list due to a lack of documentation. Council agreed to add this to the regular agenda.

8.b) Resolution #RES2026-01, Pension Plan Enhancements Adoption Agreement Amendment 2

Mrs. Odom advised Council the proposed Resolution follows prior Pension Board discussions and requires an annual updated actuarial review for recalculation based on 2024 staffing and valuation. She stated the Resolution will amend the adoption agreement to revise retirement eligibility, increase the service credit to 3.5 percent, and add a 3 percent cost-of-living adjustment for future retirees. Council agreed to add this to the regular agenda, contingent upon completion of the actuarial review.

8.c) Resolution #RES2026-02, Florida Department of Environmental Protection (FDEP), Grant Award

Mr. Ary explained the City was awarded a $182,500 Florida Department of Environmental Protection grant to complete a required vulnerability assessment supporting flood identification and future infrastructure planning. Mrs. Odom stated the grant is reimbursement-based with no additional cost to the City and acceptance of the Resolution would authorize the award. Mr. Ary added staff is exploring a possible piggyback contract with Woodard & Curran and, if unavailable, the City will issue an RFQ, allowing Council to select the vendor.

9. Council Comments
Mayor Green read the following into the record:

"Dear Mayor Green and Council Members,

I hope you are all doing well. This letter is difficult to write, as serving alongside you has been a meaningful and genuinely formative experience for me. After much consideration, I am submitting my resignation from the City Council, effective March 3rd.

I know my time with the Council has been short, and I understand that this decision may feel unexpected to everyone; it certainly was for me as well. My wife and I recently learned that we are expecting our first child, and with this wonderful but sudden change in our lives, we have made the decision to relocate closer to our primary support circle as we prepare for this next chapter. It has become clear that I need to step back at this time to focus on supporting my family and managing the responsibilities that come with both this transition and relocation.

Despite my short tenure, serving in this role has helped me grow tremendously as a person. I have gained a deeper understanding of our community, developed new leadership skills, and learned from each of you in ways that I will carry with me long into the future. I am truly grateful for the opportunity you gave me, the trust you placed in me, and the support you offered as I learned and contributed.

Although I must step away now, I sincerely hope to return to public service in the near future once my life settles into its new rhythm. This experience has strengthened my commitment to our City, and I would welcome the chance to serve again in a similar capacity when the timing is right.

I am more than willing to assist during this transition to ensure a smooth and orderly handoff of my responsibilities. Please feel free to reach out if there is anything I can do to support that process.

Thank you again for your understanding, your kindness, and the privilege of serving with you. I wish all of you, and our City, continued progress and success.

With appreciation,

Reese Taschenberger"

Councilman Taschenberger stated his family, including his grandmother, had not yet been informed he and his wife were expecting. Mayor Green asked the media to refrain from publishing this information until after his grandmother's birthday celebration this Saturday. Mayor Green and Councilmembers offered their congratulations and conveyed their support and good wishes.

Mrs. Odom advised Council staffs requires direction to re-advertise the vacant Council seat following the resignation and Council agreed staff should proceed as appropriate.

10. City Attorney Comments
There were no Attorney comments.

11. Public Comments
There were no public comments.

Mayor Green asked Chief Bray to introduce the officer accompanying him. Chief Bray introduced Sgt. Darral Thomason, explaining he had recently joined the Police Department as a Reserve Officer. Chief Bray stated Sgt. Thomason retired after 20 years of service with the Florida Fish and Wildlife Conservation Commission and described him as an excellent fit for the Department's mission. He added Sgt. Thomason has been a significant asset during the Department's recent transition and he plans to introduce the other reserve officers to Council soon.

Adjournment
The meeting was adjourned at approximately 7:03 p.m.

_____
Penned signature of:
Walter L. Green, Mayor

Attest:

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

City of Dunnellon
City Council Meeting

Date: January 14, 2026
Time: 5:00 p.m.
Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

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

Opening Prayer / Moment of Silence
Mayor Green invited any citizen wishing to volunteer to open with prayer. Anita Williams provided the invocation.

Roll Call
Walter Green, Mayor, Seat 1
Reese Taschenberger, Councilman, Seat 2
Tim Inskeep, Vice-Mayor, Seat 3
Valerie Hanchar, Councilwoman, Seat 4
Rex Lehmann, Councilman, Seat 5

Staff Present
Mandy Odom, City Clerk
Schonna McLean, Finance Officer
Chad Ward, Public Works Manager
Chief Ron Bray, Police Department
Lieutenant Micah Moore, Marion County Sheriff's Office
William Ary, Community Development Manager
Michelle Leonard, Assistant City Clerk
Julie Danowski, Records Clerk – Attended Remotely

Legal Counsel
Andrew Hand, City Attorney, Shephard, Smith, Kohlmyer & Hand, P.A. – Attended Remotely

Proof of Publication
The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, January 7, 2026.

Council Comments Regarding Agenda
There were no Council comments.

Public Comment on non-agenda items
Joseph Kinley, 20989 W. McKinney Ave, expressed support for the Nine Island Cove Preserve. He requested additional and improved roadway signage on West McKinney Avenue and River Drive to

reduce traffic, litter, and trespassing near the preserve. He offered his assistance with maintenance and monitoring the area.

Mayor Green thanked Mr. Kinley and stated the City would review the situation and try to improve the signage for better traffic control. He noted there are limitations on the private portion of the roadway. Vice-Mayor Inskeep added there is likely confusion by short-term renters and longtime users who are unaware the road has become private. Council directed staff to review the options for better signage.

Consent Agenda

- Award BID #BID2025-04, 5-Year Capital Road Project, to Pave-Rite, Inc. in the amount of $1,674,254.45 and authorize the Mayor to sign Agreement #AGR2026-01.
- Authorize the Mayor to execute Agreement #AGR2025-21 with SafeParc, LLC for parking management and enforcement.

Councilwoman Hanchar moved the consent agenda be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Regular Agenda

1. Marion County Sheriff's Office Report

Lieutenant Moore reported December 2025 activity, noting his return to the Dunnellon District. He advised the Dunnellon police records were fully integrated with MCSO and he can now provide year-to-year comparisons. He reported 14 arrests, 345 traffic stops, and 12 traffic crashes; which he said is a significant reduction from 2024. He explained traffic enforcement has emphasized education. He addressed prior response-time concerns, reporting all district deputies are now trained to handle traffic crashes. He summarized calls for service and December incidents, including thefts, domestic batteries, and drug cases. City Council expressed their appreciation and welcomed him back to Dunnellon.

2. Ordinances

2.a) <u>First Reading Ordinance #ORD2025-13, Recovery Residences</u>

Staff Report

Mr. Ary explained the Ordinance addresses statutory requirements for the establishment of procedures to allow recovery residences to be developed in the City. In response to Councilman Lehmann's question, he noted no permit applications have been submitted yet and future regulations, such as spacing or limits, may be considered by Ordinance if needed.

Councilwoman Hanchar asked whether other facilities, such as women's abuse shelters, would fall under the recovery residence category. Mr. Ary replied they would not and explained recovery residences are intended for substance abuse treatment with structured support.

Public Comment

There were no public comments.

Councilwoman Hanchar moved Ordinance #ORD2025-13 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion or comments and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2025-13
AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE CITY OF DUNNELLON LAND DEVELOPMENT REGULATIONS, APPENDIX A - ZONING, ARTICLE IX, TO ADOPT NEW SECTION 9.4 ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND A PROCESS FOR REQUESTING REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY FLORIDA STATUTE; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE."

Vice-Mayor Inskeep moved Ordinance #ORD2025-13 be approved. Councilwoman Hanchar seconded the motion. Mayor Green called for any further discussion and there was none. A vote was taken and the motion passed 5-0.

3. Resolutions

3.a) Resolution #RES2025-49, Surplus Electronics and Equipment

Mrs. Odom explained this Resolution allows the City to surplus miscellaneous electronics and equipment previously stored at the sewer plant and Public Works. She said items of no value will be discarded, recyclable electronics are designated to go to Technology Conservation Group, and two trailers will go to Week's Auction. She reminded Council two Conex boxes were approved to be sold to the Town of Yankeetown, which is consistent with statutory procedures and therefore we do not have to solicit offers.

Public Comment

There were no public comments.

Councilman Taschenberger moved Resolution #RES2025-49 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2025-49
A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS AND PROVIDING FOR DISPOSAL THEREOF."

Councilwoman Hanchar moved Resolution #RES2025-49 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

3.b) Resolution #RES2026-01, Pension Plan Enhancements Adoption Agreement Amendment 2
Mrs. Odom explained this Resolution increases pension benefits for current and future members of the City's pension plan. She said changes include reducing years of service for full benefits from 25 to 20, raising the multiplier from 2.5% to 3.5%, and providing a 3% COLA for retirees. She noted legal review confirmed COLA does not apply to vested, terminated members who have not retired. She stated actuarial impact statements are pending, but the financial effect is minimal given current staffing. Mrs. Odom suggested moving forward with a vote, noting it may return to Council if submission requirements arise.

Public Comment
There were no public comments.

Councilman Lehmann moved Resolution #RES2026-01 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion.

Vice-Mayor Inskeep asked if the actuary must review the numbers before the agreement is adopted. Mrs. Odom confirmed and stated an impact statement is required to accompany the State submission.

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

Mrs. Odom read the following into the record:

"RESOLUTION #RES2026-01
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, MARION COUNTY, FLORIDA; AMENDING THE RETIREMENT PLAN AND TRUST FOR THE FIREFIGHTERS AND POLICE OFFICERS OF THE CITY OF DUNNELLON TO PROVIDE ACTIVE MEMBER POLICE OFFICERS AN INCREASED MULTIPLIER; A COST OF LIVING ADJUSTMENT; AND A CHANGE IN NORMAL RETIREMENT DATE ELIGIBILITY; ADOPTING AMENDMENT NO. 2 TO THE RETIREMENT PLAN AND TRUST ADOPTION AGREEMENT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE."

Vice-Mayor Inskeep moved Resolution #RES2026-01 be approved. Councilwoman Hanchar seconded the motion. Mayor Green called for further discussion and there was none. A vote was taken and the motion passed 5-0.

3.c) Resolution #RES2026-02, Florida Department of Environmental Protection (FDEP), Grant Award
Mr. Ary reported the City received a $182,500 grant from FDEP for the purpose of completing a vulnerability assessment. He explained the assessment is mandated under Florida law and will help the City to obtain future grant funding for things like stormwater infrastructure. He said the grant is reimbursement-based and will fully cover the project cost.

Public Comment
There were no public comments.

Councilman Lehmann moved Resolution #RES2026-02 be read by title only. Vice-Mayor Inskeep seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2026-02
A RESOLUTION OF THE CITY OF DUNNELLON, MARION COUNTY, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAM; STANDARD GRANT IN THE AMOUNT OF $182,500 TO CONDUCT A COMPREHENSIVE VULNERABILITY ASSESSMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

Councilwoman Hanchar moved Resolution #RES2026-02 be approved. Vice-Mayor Inskeep seconded the motion. Mayor Green called for further discussion and there was none. A vote was taken and the motion passed 5-0.

4. Department Reports

- **Finance**

Mrs. McLean reported $3,233 in new revenue has been received this fiscal year from short-term rental registrations with an approximate overall total of $7,775. She said RedSpeed violation revenues are approximately $9,322 year-to-date, though a large portion of it must be distributed to the State and other entities. She reported preliminary financials show the General Fund revenues of approximately $770,455, with expenditures of $696,531 and TIFD (CRA) revenues of $504,000 with expenditures of $64,574.

- **Public Works**

Walk On:
Mrs. Odom requested approval to establish a contingency for the first year of the Five-Year Capital Road Project allowing staff to approve change orders without returning to Council each time, provided amounts remain within the authorized limit. She noted this approach has been used on prior projects to streamline the process. She said significant changes, above the authorized amount, would still be brought to Council for approval.

Councilwoman Hanchar moved to establish a contingency for Agreement #AGR2026-01, PaveRite, Inc. 5-Year Capital Roadway Project, in the amount of $16,424 for Fiscal Year 2026 and authorize the Public Works Manager and City Clerk to jointly approve change orders not to exceed the contingency. Vice-Mayor Inskeep seconded the motion. Mayor Green called for public comments and there were none. He called for discussion and there was none. A vote was taken and the motion passed 5-0.

Mr. Ward reported Public Works completed work on the US41 medians, which FDOT required to assume control of the median maintenance. He said this work included vegetation removal, stump grinding, and

sodding. He added the City is awaiting FDOT's termination agreement. He provided other department updates, which included the following; surplus items which were sent to auction, installation of an air-conditioning unit at Public Works, bridge repairs which were completed due to FDOT findings, cemetery activity, litter collection for FDEP reporting, short-term rental cases brought before the Magistrate, completion of 86 work orders, and stormwater drain inspections.

Mr. Ward advised Council the railroad tie issue was addressed at a separate Magistrate hearing where CSX was found in violation. He said they were directed to report back within 30 days and they have begun removing the ties, beginning with 42 rail cars. Councilman Lehmann raised concerns regarding the FDEP air permit and suggested a protest letter. Vice-Mayor Inskeep clarified the air permit does not authorize operations and additional approvals are required. He added coordination with Marion County Code Enforcement and CSX is ongoing.

Mayor Green noted the cemetery flagpole requires attention and Mr. Ward agreed to address it. Mrs. Odom reported the American Legion donated new flags, which are now installed at City Hall.

- **Community Development**

Mr. Ary reported 29 permits were issued in December and there are 156 open permits altogether. He explained many are from older permits where final inspections were never requested and staff is working to reduce the backlog. He reported 56 active short-term rentals with 50 registered or in the application process. He noted the recent progress in completing outstanding registrations. Mr. Ary stated the Waffle House site plan remains incomplete due to outstanding tree survey information. He advised a site plan application was received from Take 5 Oil Change for the parcel north of KFC, but there are concerns related to floodplain conditions, drainage, and potential site constraints. He advised the next joint City Council and Planning Commission meeting is scheduled for February 10th to finalize the remaining Comprehensive Plan elements.

- **Police**

Chief Bray reported completion of his transition to City Hall and installation of the mini-split system supporting the server room. He stated systems relocation from the former Police Department is nearly complete, with servers expected to be fully operational by month's end.

He advised Council of continued reserve officer training, completion of annual vessel maintenance, and initiation of intermittent patrols to support training and coverage. He stated the December school zone enforcement reflected an increase to approximately 164 violations, which he attributed to seasonal traffic. He said overall speeds have been reduced and safety improved. Chief Bray also reported a litter incident was investigated, identified, and promptly corrected by the party responsible.

5. Council Liaison Reports and Comments

Mayor Green shared his attendance at the 100th birthday celebration for Gloria Williams and commended her family and Councilman Taschenberger for the heartwarming event. He requested Council approval to allow him to represent the City at a human trafficking conference in Ocala and attendance at the Florida League of Cities Legislative Days event later in the month. He also spoke about

participating in Marion County Days on February 11th, noting the value of legislative outreach and intergovernmental engagement. Council agreed upon his attendance at all of the events.

Councilwoman Hanchar announced she and DCBA member Julie Mancini will be attending the 250th Anniversary meeting in Ocala on January 15th, with plans to report back in February.

6. City Attorney Report

Attorney Hand advised Council Senate Bill 840 has been filed and is currently in committee. He explained the bill would largely reverse the impacts of Senate Bill 180, which limits regulations primarily to hurricane and disaster-related matters. He stated he will continue to monitor the bill and provide updates as it progresses, noting the proposed effective date of July 1st.

Vice-Mayor Inskeep stated the Comprehensive Plan is largely complete, with only minor work remaining. Mr. Ary agreed and added no changes are anticipated in relation to Attorney Hand's comments, though some items might be addressed differently in the Land Development Regulations. He explained LDR work cannot begin until April and suggested revisiting the issue in June if needed.

Adjourn

At 6:15 p.m. Councilwoman Hanchar moved the City Council meeting be adjourned. Councilman Taschenberger seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 5-0.

_____

Penned signature of:
Walter L. Green, Mayor

Attest:

_____

Penned signature of:
Amanda Odom, CMC, City Clerk

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
(352) 465-8500
FAX (352) 465-8500

MEMORANDUM

March 23, 2026

From: Mandy Odom, City Clerk

To: Dunnellon City Council

Chief Bray submitted his resignation effective April 15, 2026, which satisfies the required notice period for department heads. Subsequently, he has requested to be placed on paid administrative leave for the remainder of his employment, allowing the Marion County Sheriff's Office (MCSO) to take the necessary steps to assume interim leadership without delay.

Although the City does not have a policy specifically addressing this circumstance, this practice has been utilized on prior occasions through separation agreements. Additionally, the City retains full management authority over the terms and conditions of employment during a notice period, including the ability to modify work assignments or duty status. Placement on paid administrative leave under these circumstances is a common and accepted practice among public agencies when an employee resigns in good standing.

This approach supports a smooth transition of leadership, minimizes potential operational disruption, and allows the City to maintain continuity while compensating Chief Bray through the agreed-upon separation date.

Because the Chief of Police reports directly to the City Council, I do not have the authority to grant this request. Accordingly, the determination of whether to approve paid administrative leave in this instance rests with the City Council.

INTERLOCAL AGREEMENT BETWEEN MARION COUNTY AND THE CITY OF DUNNELLON REGARDING AIRPORT PROTECTION ZONING REGULATIONS

This Interlocal Agreement is made and entered between MARION COUNTY, whose address is 601 SE 25th Ave., Ocala, FL 34471 ("County") and the CITY OF DUNNELLON, whose address is 20750 River Drive, Dunnellon, FL 34431 ("City") (individually "Party," collectively "Parties.")

W I T N E S S E T H

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Florida; and

WHEREAS, the County is a political subdivision of the State of Florida; and

WHEREAS, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide services that will advance the general health, safety and welfare of the public; and

WHEREAS, the County has adopted Ordinance 13-20, Article 5, Division 1 Airport Overlay Zones pursuant to Section 333.03, Florida Statutes (hereinafter "Airport Zoning Regulations"), which statute requires every local government having within its jurisdiction an area upon which an airport hazard may be established to adopt, administer, and enforce, under the police power airport protection zoning regulations for such airport hazard area (the "Airport Zoning Regulations"); and

WHEREAS, because the City has lands within its jurisdiction which fall within an area upon which an airport hazard may be established, Section 333.03(1)(b), Florida Statutes, requires the County and the City to enter into an interlocal agreement for the adoption, administration, and enforcement of the County's Airport Zoning Regulations; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. ***Recitals.*** The foregoing recitals are incorporated as if set forth fully herein.

2. ***Effective Date and Recording***. The County shall record this Agreement in the Official Records of Marion County. This Agreement shall become effective on the date it is filed with the Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

3. ***Airport Protection Zoning Regulations***. The parties agree to cooperate in the exchange of information and as otherwise necessary to implement this Agreement for the benefit of the public and the purposes articulated in Section 333.02, Florida Statutes. Further each party shall have the following responsibilities:

    a. ***The City.*** The City shall administer and enforce the Airport Zoning Regulations to the applicable lands within its jurisdiction.

i. Prior to issuing any development permit for any proposed structure or use within an airport hazard zone which triggers the restrictions on height and/or land use, as identified by the County's Airport Zoning Regulations Ordinance, as amended, the City shall invite the Director of the County's Growth Services Department, hereinafter designated as County's Airport Zoning Administrator or their designee to provide formal comments through the City's site development application process. Reviews conducted by the Airport Zoning Administrator or their designee under this section shall follow the same review process that the City follows for site development applications to be consistent with state law. To facilitate the County's review, the City shall provide the relevant application materials to the Airport Zoning Administrator or their designee. Additionally, the Airport Zoning Administrator or their designee may, at their discretion, attend Development Review Committee meetings to provide comments of projects within an airport hazard zone.

ii. If the Airport Zoning Administrator determines a proposed structure to be an obstruction to aviation pursuant to the criteria in the Airport Zoning Regulations, the City shall require the landowner to obtain an Airspace Obstruction Permit from the County prior to issuing a building permit. Likewise, the Airport Zoning Administrator shall notify the City of a proposed land use that is restricted by the Airport Zoning Regulations. During the County's review process for projects within airport hazard zones, in the event that a proposed development does not present an airport hazard or obstruction, then the County shall provide written comment that "The project has been determined to not be hazardous to airport operations".

iii. If the Airport Zoning Administrator or their designee does not provide comments on a project located within an airport hazard zone during the project's review process, the City shall interpret this lack of response as confirmation that the County has no objections or comments regarding the proposed development.

b. ***The County.*** The County shall administer and enforce the Airport Zoning Regulations to the applicable lands within its jurisdiction.

i. The County shall provide notice to the City, pursuant to Section 4, of this Agreement of any amendments to the Airport Zoning Regulations or any development project on airport property that would result in a change to how the Airport Zoning Regulations are applied such as, but not limited to, the extension of a runway or construction of building. The City shall be able to provide review comments on potential Airport Zoning

Regulation amendments or developments that would either expand any 14 CFR 77 imaginary surface or expand any noise contours further into the incorporated city limits, or development which increases the noise generated by airport operations beyond the established Airport Master Plan.

4. ***Notification*.** Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

   FOR MARION COUNTY:

   Marion County Board of County Commissioners
   Attn: County Administrator
   601 SE 25th Ave
   Ocala, Florida 34471

   FOR CITY OF DUNNELLON:

   City of Dunnellon
   Attn: William Ary
   Community Development Manager
   20750 River Drive
   Dunnellon, Florida 34431

5. ***Limitations on Liability***. Neither party waives its protections of sovereign immunity, and nothing in this Agreement shall be construed as consent to be sued by third parties. Each party shall be responsible for the negligent acts or omissions of its officers, employees, and agents, and each party shall indemnify the other against claims arising out of the negligent or wrongful performance or breach of this Agreement to the extent such claims are attributable to the indemnifying party's officers, employees, or agents. The foregoing obligation to indemnify is subject to the scope and monetary limitations of Section 768.28, Florida Statutes.

6. ***Integration and Modification***. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may only be modified by a written instrument, approved and executed with same formalities hereof.

7. ***No Financial Liability, Attorney's fees and Costs*.** This Agreement shall not be construed to provide any party hereto with a right to monetary damages or to otherwise impose any financial liability upon any party hereto. In any action to enforce this Agreement, or any dispute resolution, proceeding or any other dispute arising under this Agreement, each party shall bear its own attorney's fees and costs.

8. ***Governing Law and Venue*.** The Agreement is being delivered in the State of Florida, and

shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, ~~s~~hall be in the State or Federal courts of Marion County, Florida.

9. ***Force Majeure***. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this lnterlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

10. ***Term, Amendment, and Termination of Agreement***. The term of this Interlocal Agreement shall be thirty years from its effective date. However, prior to its expiration, the parties shall either (1) execute a replacement interlocal agreement; or (2) create a joint airport zoning board, as required by Section 333.03(1)(b), F.S. This Agreement may be amended from time to time pursuant to the provisions of Section 163.01, F.S.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have made and entered this Interlocal Agreement on the date of the last signature below.

CITY OF DUNNELLON:

By: _____
Walter Green, Mayor
Date: _____

ATTEST:

By: _____
Mandy Odom, City Clerk

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MARION COUNTY:

By: _____
Carl Zalak, III, Chairman
Date: _____

ATTEST:

By: _____
Gregory C. Harrell, Clerk of Court
and Comptroller

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Matthew G. Minter Date
Marion County Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Dunnellon Vulnerability Assessment and Adaptation Plan
Agreement Number: 26PLN37

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Dunnellon
Entity Type: Local Government

Grantee Address: 20750 River Drive Dunnellon, Florida 34431
FEID: 59-6000311
(Grantee)

3. Agreement Begin Date: 7/1/2025
Date of Expiration: 6/30/2028

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Marion County, Florida

Project Description: The City of Dunnellon will complete a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as effective July 1, 2024. The Project will also develop an Adaptation Plan, include public outreach and stakeholder engagement, and contribute to the Local Mitigation Strategy.

5. Total Amount of Funding: $182,500.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 25-26 GAA Line Item #1659	$ 182,500.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 182,500.00

6. Department's Grant Manager
Name: George Begley or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8020
Email: George.Begley@FloridaDEP.gov

Grantee's Grant Manager
Name: William Ary or successor
Address: City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431
Phone: 352-465-8500 ext 1011
Email: WAry@Dunnellon.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☑ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Dunnellon — **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature*) Date Signed

Walter Green, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager,

_____

DEP QC Reviewer,

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee 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 Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 Grantee, supplier, subcontractor, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any 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 leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26PLN37

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Dunnellon Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26PLN37

ATTACHMENT 3

PROJECT TITLE: City of Dunnellon Vulnerability Assessment and Adaptation Plan.

PROJECT LOCATION: The Project is located in the City of Dunnellon within Marion County, Florida.

PROJECT DESCRIPTION:
The City of Dunnellon (Grantee) will complete the City of Dunnellon Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also develop an Adaptation Plan, include public outreach and stakeholder engagement, and contribute to the Local Mitigation Strategy.

TASKS AND DELIVERABLES:

Task 1: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
    - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
    - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
    - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

Task 2: Exposure and Sensitivity Analyses

Description: The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
    - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
    - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

Task 3: Final Vulnerability Assessment Report

Description: The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

Deliverables: The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
    - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.

- A signed VA Compliance Checklist Certification (Exhibit I).

Task 4: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: The Grantee will provide a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Presentation of the Final VA**
  The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

- **Public Presentation of the Final AP**
  The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **8.2 Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

- **8.3 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 9: Grant Administration

Description: The Grantee will perform grant administration, to include overall management of project activities, coordination of schedules, preparation and completion of project updates and reports, maintenance of project records, preparation and submission of reimbursement requests, budget modifications, and grant closeout activities.

Deliverables: The Grantee will provide the following:

- Grant management report(s) signed by the Grantee's Grant Manager. The report must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
    - A summary of grant administration activities; and
    - A list of any reports or documents created.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

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Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	$24,750	$0	$24,750	7/1/2025	3/31/2027
2	Exposure and Sensitivity Analyses	Contractual Services	$74,250	$0	$74,250	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	$24,750	$0	$24,750	7/1/2025	9/30/2027
4	Local Mitigation Strategy	Contractual Services	$8,250	$0	$8,250	7/1/2025	3/31/2028
5	Draft Adaptation Needs and Strategies	Contractual Services	$8,250	$0	$8,250	7/1/2025	1/30/2028
6	Community Prioritization of Adaptation Needs	Contractual Services	$8,250	$0	$8,250	7/1/2025	2/29/2028
7	Final Adaptation Plan	Contractual Services	$8,250	$0	$8,250	7/1/2025	3/31/2028
8	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	$8,250	$0	$8,250	7/1/2025	3/31/2028
9	Grant Administration	Contractual Services	$17,500	$0	$17,500	7/1/2025	3/31/2028
		Total:	**$182,500**	**$0**	**$182,500**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	$182,500.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$182,500.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

Memorandum **Florida Department of Environmental Protection**

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ No ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature Date

Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

EXHIBIT F

DEP AGREEMENT NO. 26PLN37

CITY OF DUNNELLON VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

City of Dunnellon

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26PLN37

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26PLN37

Project Title: City of Dunnellon Vulnerability Assessment and Adaptation Plan

Grantee: City of Dunnellon

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Dunnellon is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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

Printed Name:

Title:

Signature: Date:

City of Dunnellon

Agenda Summary Form

Meeting Date: April 15, 2026

1. Responsible Department: Community Development
2. Presenter: William Ary
3. Recommended Action: Approve Ordinance #ORD2026-05 on first reading, adopting the City of Dunnellon Water Supply Facilities Work Plan 2025-2035 and incorporating it into the City's Comprehensive Plan by reference

Subject: Ordinance #ORD2026-05 — Adoption of the City of Dunnellon Water Supply Facilities Work Plan 2025-2035 (First Reading)

Request for Approval Summary Explanation & Background:

Section 163.3177(6)(c)4., Florida Statutes, requires local governments to prepare and adopt a Water Supply Facilities Work Plan covering at least a 10-year planning period. This plan must be adopted within 18 months after the governing board of the relevant water management district approves an updated regional water supply plan, and updated at a minimum every five years thereafter.

The Southwest Florida Water Management District (SWFWMD) governing board adopted an updated Regional Water Supply Plan in December 2025. Accordingly, the City of Dunnellon is required to adopt its updated Water Supply Facilities Work Plan 2025-2035 (the Plan) to comply with state law. Upon adoption, the Plan will be incorporated into the Potable Water section of the City's Public Facilities Element by reference.

Key elements of the Plan include:

- Utility Provider: The City sold its potable water and wastewater systems to the Florida Governmental Utility Authority (FGUA) in October 2018. FGUA is solely responsible for water supply, treatment, distribution, and all related capital improvements. The City has no fiscal responsibility for those facilities.
- Water Supply Availability: Dunnellon is not located in a Water Use Caution Area. The SWFWMD's scenario modeling confirms that groundwater from the upper Floridan aquifer is available to meet demand through 2045 using conservation and reuse initiatives. There are no water supply projects under development in the Northern Planning Region that include the City of Dunnellon area.
- Population Projections: The City's total 2035 projected population (permanent plus seasonal) is 3,210 persons, based on BEBR medium projections and 2020 U.S. Census data. This figure was submitted to FGUA for water demand planning purposes.
- Projected Water Demand: Based on current per-capita usage of 133.4 gallons per day per person (as of November 2025), the projected 2035 average daily potable water demand is 428,294 gallons per day. FGUA has confirmed in writing (February 8, 2026) that adequate

capacity exists to meet current and future demand, with coordination with developers as needed. The 133.4 gpd/person rate will be adopted as the potable water level of service standard in the 2025-2045 Comprehensive Plan update.

- Capital Improvements: Because FGUA owns and operates the potable water system, there are no water supply capital improvement projects in the City's Capital Improvements Element or 5-Year Schedule of Capital Improvements. All system funding is FGUA's responsibility.
- Water Conservation: The Plan documents existing City conservation commitments including: Florida Building Code low-volume fixture requirements; Florida Friendly landscaping and irrigation standards (Code Section 10.6 and 10.15); moisture sensors on automatic irrigation systems; low-volume plumbing requirements (Code Section 82-91); and coordination with SWFWMD and FGUA on water restrictions and emergency procedures (Comprehensive Plan Policies 5.2.1–5.2.6).

The City's Planning Commission, sitting as the Local Planning Agency, will review the Plan and make a recommendation at a public hearing on April 14, 2026. The first reading and public hearing before City Council is scheduled for April 15, 2026, with the second and final reading anticipated in May 2026. The ordinance was advertised in the Riverland News on April 3, 2026.

Attorney Review: YES

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 __ day of May, 2026.

Ordinance Posted on the City's website on _____, 2026.

First Public hearing advertised on the City's website on _____, 2026, and advertised in the Riverland News on April 3, 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 ___ day of _____, 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@fqua.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 law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ■ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Development orders and development permits, as those terms are defined in s.163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - 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 #ORD2026-04

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

ATTEST:

_____
Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON

_____
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 ____ day of _____ 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 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

City of Dunnellon

Agenda Summary Form

Meeting Date: April 15, 2026

1. Responsible Department: Community Development
2. Presenter: William Ary
3. Recommended Action: Approve Resolution #RES2026-07, approving the 2025 Supplemental City of Dunnellon Data and Analysis Report for transmittal as part of the 2025-2045 Comprehensive Plan Update

Subject: Resolution #RES2026-07 — Approval of the 2025 Supplemental City of Dunnellon Data and Analysis Report for Transmittal as Part of the 2025-2045 Comprehensive Plan Update

Request for Approval Summary Explanation & Background:

Chapter 163.3167(2), Florida Statutes, requires that local governments maintain a comprehensive plan, and Chapter 163.3191, Florida Statutes, requires periodic evaluation and appraisal of that plan. The City of Dunnellon is currently undertaking a 2025-2045 Comprehensive Plan Update in compliance with these requirements.

Chapter 163.3177(1)(f), Florida Statutes, further requires that the Comprehensive Plan be based on relevant and appropriate data and analysis available at the time of adoption. The 2025 Supplemental City of Dunnellon Data and Analysis Report (the "Report") has been prepared to fulfill this statutory requirement and will serve as the evidentiary foundation for the 2025-2045 Comprehensive Plan Update. Upon approval, the Report will be transmitted to the Florida Department of Commerce as part of the Comprehensive Plan amendment package.

The Report (attached as Exhibit A) has been reviewed and recommended for approval by the City's Planning Commission, sitting in its capacity as the Local Planning Agency, at a duly noticed public hearing. The City Council has also held a public hearing with due notice to consider the merits of the Report.

Approval of this Resolution authorizes the City Clerk or designee to implement the necessary administrative procedures to carry out the transmittal. The Resolution takes effect immediately upon adoption.

Attorney Review: YES

RESOLUTION #RES2026-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, APPROVING THE 2025 SUPPLEMENTAL CITY OF DUNNELLON DATA AND ANALYSIS REPORT FOR TRANSMITTAL AS PART OF THE CITY OF DUNNELLON 2025-2045 COMPREHENSIVE PLAN UPDATE; AUTHORIZING ADMINISTRATIVE IMPLEMENTATION; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 163.3167(2)., Florida Statutes requires that local governments maintain a comprehensive plan; and

WHEREAS, the City of Dunnellon is updating its Comprehensive Plan as required by Chapter 163.3191 Florida Statutes; and

WHEREAS, Chapter 163.3177(1)(f) Florida Statutes requires that the City of Dunnellon Comprehensive Plan be based on relevant and appropriate data and analysis available at the time of the Comprehensive Plan adoption; and

WHEREAS, the 2025 Supplemental City of Dunnellon Data and Analysis Report contains the relevant and appropriate data and analysis necessary to update the City's Comprehensive Plan; and

WHEREAS, the Planning Commission of the City of Dunnellon, sitting as the Local Planning Agency, approved the 2025 Supplemental City of Dunnellon Data and Analysis Report (the "Report" as provided in Exhibit A) at their _____, 2026 public hearing; and

WHEREAS, a public hearing was held by the City Council on _____, 2026, with due notice provided in accordance with applicable law, to consider the merits of the proposed Report; and

WHEREAS, the City Council has considered the testimony and evidence presented at the public hearing, the recommendations of the City staff and the Planning Commission, and the applicable provisions of the Florida Statutes, City Code, and the Comprehensive Plan; and

WHEREAS, the City Council finds that the proposed 2025 Supplemental City of Dunnellon Data and Analysis Report meets the statutory requirement for a data and analysis report.

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

SECTION 1. Approval of Data and Analysis Report. The City of Dunnellon hereby approves the 2025 Supplemental City of Dunnellon Data and Analysis Report for transmittal as part of the updated 2025-2045 Comprehensive Plan.

SECTION 2. Administration and Enforcement. The City Clerk or the Clerk's designee is hereby authorized to implement administrative procedures necessary to carry out this Resolution.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase of this Resolution, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected or impaired thereby and shall remain in force and full effect.

SECTION 4. Conflict. All Resolutions or parts of resolutions, in conflict with this Resolution are hereby repealed.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Upon motion duly made and carried**,** the foregoing Resolution was adopted by the City Council of the City of Dunnellon on the __ day of _____, 2026

_____
Walter L. Green, Mayor

ATTEST:

_____
Amanda L. Odom, CMC, City Clerk

Exhibit “A”

Vacant Land Contract

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1. **Sale and Purchase ("Contract"):** City of Dunnellon, Inc. ("**Seller**") and BOBETTE ALLEN, an individual ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: Marion County Parcel ID #3350-071-000, 0.74 acres
Legal Description: Lot 71 HILLSDALE Plat Book C Page 049

SEC ___/TWP /___/RNG ___ of Florida County, Florida. Real Property ID No.: Florida
including all improvements existing on the Property and the following additional property: _____

2. **Purchase Price:** (U.S. currency) ..... $ 90,000.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Florida First Title & Transaction Services
Escrow Agent's Contact Person: Joanne DeGraff
Escrow Agent's Address: 211 NW Third Street, Ocala, FL 34475
Escrow Agent's Phone: 352-843-8028
Escrow Agent's Email: joanne@floridafirsttitle.net

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☒ will be delivered to Escrow Agent within _____ days (3 days if left blank)
after Effective Date ..... $ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $ _____

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $ $65,000.00

(d) Other: _____ ..... $ _____

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 20,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: _____

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before April 17, 2026, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. **Closing Date:** This transaction will close on June 1, 2026 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☐ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☒ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within 30 days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $65,000.00 or _____% of the purchase price at **(Check one)** ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at **(Check one)** ☐ **Seller's** ☒ **Buyer's** expense and **(Check one)** ☒ within 15 days after Effective Date ☐ at least _____ days before Closing Date, **(Check one)**

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. **Property Condition: Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☒ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☐ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on deed~~
~~Recording fees for documents needed to cure title~~
~~Title evidence (if applicable under Paragraph 8)~~
~~Estoppel Fee(s)~~

Other: Buyer will pay all closing costs, including cost of Owner's title insurance policy

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Buyer will pay ALL closing costs

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
    (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) ~~without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.~~
    (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. ~~The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.~~

19. ~~**Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.~~

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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	Seller's	Buyer's
Sales Associate/License No.	Van H. Akin II 242005	
Sales Associate Email Address	van@vanakin.net	
Sales Associate Phone Number	352-804-2446	
Brokerage	Akin Realty Company	
Brokerage Address	500 SE 8th Ave., Ocala, FL 34470	

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**)

☐ A. Back-up Contract
☐ B. Kick Out Clause
☐ C. HOA Addendum
☐ D. Other _____

23. Additional Terms: The City Clerk is authorized to amend the closing date and non-salient terms of this contract in order to facilitate closing.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 368 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: 4/2/2026

Print name: BOBETTE ALLEN

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: 352-445-4565 Fax: _____ Email: bbbtall@yahoo.com

Seller: _____ Date: _____

Print name: CI TYOF DUNNELLON

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: 20750 River Drive, Dunnellon, FL 34431

Phone: 352-465-8500 Fax: _____ Email: modom@dunnellon.org

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Estimated Seller's Proceeds

Date: 4/6/2026
Seller: CITY OF DUNNELLON
Buyer: BOBBIE ALLEN, an individual
Property Address: 00 Powell Rd., Dunnellon, FL 34431

Selling price:		$	90,000.00
Approximated indebtedness:			
1st Mortgage:			
2nd Mortgage:			
Estimated Costs:			
Broker Services (50/50)	$ 4,500.00		
State Doc. Stamps on Deed			
Taxes (+unpaid balance)	TBD		
Title Insurance			
Title Search			
Municipal Lien Search			
File Storage Fee			
Closing Fees			
Fax, Express Mail, Courier Fees			
Wire Transfer fee			
Misc. / Buyer Concression			
TOTAL:	**$ 4,500.00**		
Approximate Net Proceeds:		**$**	**85,500.00**

The above information is believed to be correct, but warrant none of the above figures to be exact. They are only estimates. Exact figures can only be given at time of closing. Please sign that you have read and signed this before any contract for Sale and Purchase has been signed.

Agent: Van Akin, CCIM, SIOR Seller

Seller: CITY OF DUNNELLON

CITY OF DUNNELLON
20750 River Drive
Dunnellon, FL 34431
(352) 465-8500
FAX (352) 465-8505

April 8, 2019

To Whom It May Concern:

The Dunnellon City Council representing the citizens of the City of Dunnellon, Florida, USA, in a unanimous vote of five on April 8, 2019, declared that it fully supported the efforts of Art Jones and his 501c3 organization; "One Rake at a Time, Inc." to apply for and hopefully obtain any available grant opportunities to help with the cleanup and restoration efforts in the Rainbow River.

The Dunnellon City Council fully supports the issuances of all permits necessary for the removal of invasive weeds and algae and replanting of native eelgrass in areas where it belongs in order to restore fish and wildlife habitat, along with improving water clarity and reducing nutrient pollution.

Sincerely,

Dale Burns
Mayor

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
(352) 465-8500
FAX (352) 465-8500

July 7, 2022

To Whom It May Concern:

The Dunnellon City Council representing the citizens of the City of Dunnellon, Florida, USA, in a unanimous consensus on July 6, 2022, declared that it fully supported the efforts of Art Jones and his 501c3 organization; "One Rake at a Time, Inc." to apply for and hopefully obtain any available grant opportunities to help with the cleanup and restoration efforts in the Rainbow River.

The Dunnellon City Council fully supports the issuances of all permits necessary for the removal of invasive weeds and algae and replanting of native eelgrass in areas where it belongs in order to restore fish and wildlife habitat, along with improving water clarity and reducing nutrient pollution.

Sincerely,

William P. White
Mayor