

Agenda
City of Dunnellon
20750 River Drive, Dunnellon, FL 34431
Special City Council Meeting
April 6, 2026, 5:00 PM

Dunnellon Special City Council meeting will be held on April 6, 2026, 5:00 pm.

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

Call to Order

Pledge of Allegiance

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

Roll Call

Proof of Publication - The agenda was published on the City's website and City Hall bulletin board on Monday, March 30, 2026. The agenda was amended on March 31st to add items #8b and #8c and backup to item #9b.

1. **Public Comment - Non Agenda Items**
2. **Board Reports**
3. **Dunnellon Chamber and Business Association Reports**
4. **Presentations**
 - 4.a America250 Celebration - Bobbi Perez and Roger Waddell
 - 4.b Rainbow River Restoration Project - Art Jones, One Rake at a Time
5. **Discussion**
 - 5.a Amendment #1 to Agreement #AGR2018-29, Blue Gator Parking - Dhaval Patel

Documents:

[Amendment 1 to Agreement AGR2018-29 Blue Gator Parking.pdf](#)

6. **Council Agenda Items**

6.a Vice-Mayor Inskeep

- Proposed RV Development
- Dunnellon Heights Roads
- Councilmember Ethics
- Rescind Letters of Support for Rainbow River Restoration Project

Documents:

[20190408_Letter_Support_OneRakeAtATime.pdf](#)

[20220707_Letter_Support_OneRakeAtATime.pdf](#)

6.b Councilman Lehmann

- City Beach Fencing
- Blue Cove Water Testing
- MCSO River Enforcement Vote
- Vice-Mayor Inskeep and Citizen Statements

7. Regular Agenda Items

7.a Agreement #AGR2026-05, FDEP Resilient Florida Grant

Documents:

[Agreement AGR2026-05 FDEP Resilient Florida Grant.pdf](#)

7.b Agreement #AGR2026-04, Interlocal Agreement regarding Airport Protection Zoning Regulations

Documents:

[Agreement AGR2026-04 Airport Protection Zoning Regulations.pdf](#)

8. Staff Agenda Items

8.a Blue Run Park Charter Amendment - City Ownership and Management

Documents:

[Marion County Blue Run Park.pdf](#)

8.b Chief Bray Request for Paid Administrative Leave

Documents:

[20260323_Paid Admin Leave.pdf](#)

8.c 2026 Budget Calendar

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.

9. Public Hearing

9.a Public Hearing Ordinance #ORD2026-02, Parking Regulations (published on the City's Website 3/24/2026, in the Ocala Star Banner on 3/27/2026 and in the Riverland News on 4/3/2026)

9.b Final Reading Ordinance #ORD2026-02, Parking Regulations

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2026-02 be read by title only.

Proposed Motion: I move Ordinance #ORD2026-02 be approved.

Documents:

[Ordinance ORD2026-02 Parking Regulations_REDLINEs.pdf](#)
[Ordinance ORD2026-02 Business Impact Statement.pdf](#)

10. Ordinances

10.a Ordinance #ORD2026-01, Special Events

Documents:

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

10.b Ordinance #ORD2026-04, Proposed Charter Amendment - Police Chief

Documents:

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

10.c Ordinance #ORD2026-05, Adopting Water Supply Facilities Work Plan

Documents:

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

11. Resolutions

11.a Resolution #RES2026-07, Approving Data & Analysis Report

Documents:

[Resolution RES2026-07 Comprehensive Plan Data and Analysis Report.pdf](#)

12. Council Comments

13. City Attorney Comments

14. Public Comment

Adjourn

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

Tentative Agenda for Council Meeting on Wednesday, April 15, 2026

Consent Agenda

- Approval of Minutes
- Authorize the Mayor to sign Agreement #AGR2026-05, FDEP Resilient Florida Grant
- Authorize the Mayor to sign Agreement #AGR2026-04, Interlocal Agreement with Marion County regarding Airport Protection Zoning Regulations

Regular Agenda

- Public Hearing - Ordinance #ORD2026-01, Special Events
- Final Reading - Ordinance #ORD2026-01, Special Events
- First Reading - Ordinance #ORD2026-04, Charter Amendment - Police Chief
- Public Hearing - Ordinance #ORD2026-05, Water Supply Facilities Work Plan
- First Reading - Ordinance #ORD2026-05, Water Supply Facilities Work Plan
- Resolution #RES2026-07, Approving Data & Analysis Report

Future Meetings:

- 04/14/2026 Joint Planning/City Council Meeting
- 04/15/2026 City Council Meeting

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



CITY OF DUNNELLON

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

June 17, 2025

To whom it may concern,

Pursuant to Item #7 on Page 3 of the attached Agreement #AGR2018-29 between the City of Dunnellon and the Jewetts, this agreement may be assigned upon the sale of the subject property.

Please do not hesitate to contact our office should you have any questions.

Sincerely,

Amanda L. Odom

Amanda L. Odom, CMC
City Clerk

NON-EXCLUSIVE USE AGREEMENT**AMENDMENT NO. 1 TO AGR#2018-29**

This Agreement is entered into this 14th day of June, 2023 by and between ROBERT E. JEWETT and DALLISE W. JEWETT, husband and wife (the "JEWETTS") whose mailing address is 12315 N. Osborne Avenue, Dunnellon FL 34434 and the CITY OF DUNNELLO, FLORIDA, a political subdivision of the State of Florida (the "CITY") whose address is 20750 River Drive, Dunnellon, Florida 34431.

RECITALS:

WHEREAS, to relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to ensure the proper and uniform development of parking areas throughout the City, the City of Dunnellon Zoning Code (the "City Code") establishes the minimum number of off-street parking and loading spaces necessary for various land uses in the City of Dunnellon; and

WHEREAS, the CITY owns certain real property located at 12050 S. Ohio Street and 11999 S. Williams Street (the "CITY-Owned Property") more particularly described as set forth in Exhibit "A," which is attached hereto and incorporated herein; and

WHEREAS, the JEWETTS own certain property within the City of Dunnellon located at 12189 S. Williams Street with a Marion County Tax Parcel Identification Number of 34222-000-00 (the "Blue Gator Property"), such Property being legally described in Exhibit "B" attached hereto and made a part of this Agreement; and

WHEREAS, the Blue Gator Property does not have the number of parking spaces required under the City Code for the uses to which the Blue Gator Property is put and is deficient by 40 parking spaces; and

WHEREAS, the JEWETTS have requested to use some of the off-street parking spaces on the CITY-Owned Property to satisfy the Blue Gator Property's off-street parking requirements in order to come into compliance with the City Code; and

WHEREAS, the CITY has available parking and is amenable to the JEWETTS' request; and

WHEREAS, the JEWETTS' use of the parking spaces on the CITY-Owned Property shall be non-exclusive; and

WHEREAS, the JEWETTS' non-exclusive use of the CITY-Owned Property for parking for the Blue Gator Property, subject to the conditions herein, will benefit the public and will not interfere with the CITY's use of the CITY-Owned Property for public purposes; and

WHEREAS, City of Dunnellon Zoning Code Section 5.2.1 requires that off-street parking facilities be located within 300 feet of the property they are intended to serve. The CITY-Owned Property is in excess of this distance from the Blue Gator Property. The JEWETTS previously sought a variance from the City Council from this 300-foot requirement which was granted per the conditions set forth in Development Order #DOR 2016-01; and

WHEREAS, the JEWETTS acknowledge that if this Agreement is terminated or otherwise not maintained, JEWETTS must reduce the use of the Blue Gator Property or make other arrangements to satisfy parking requirements set forth in the City Code and Development Order #DOR 2016-01 as may be amended; and

WHEREAS, the JEWETTS acknowledge that use of the Blue Gator Property may not be intensified without compliance with the City Code and Development Order #DOR 2016-01 as may be amended; and

WHEREAS, the JEWETTS hereby undertake certain commitments and covenants to hold the CITY harmless during its utilization of the City-Owned Property.

NOW, THEREFORE, for and in consideration of these premises, and for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **AUTHORIZATION TO UTILIZE CITY-OWNED PROPERTY.**

- (a) The CITY hereby grants the JEWETTS non-exclusive authorization to utilize the CITY-Owned Property for vehicular parking related to the operation of its businesses located on the Blue Gator Property during the term of this Agreement. The City shall make available 40 parking spaces on the CITY-Owned Property described in Exhibit "A" for the JEWETTS' existing businesses on the Blue Gator Property described in Exhibit "B."
- (b) This Agreement creates no possessory ownership interest by the JEWETTS in the CITY-Owned Property nor does this Agreement authorize any use of the CITY-Owned Property by the JEWETTS for any other use than parking. Under no circumstances shall the JEWETTS utilize or allow the CITY-Owned Property to be utilized for private gain in any manner inconsistent with its intended use for parking purposes. This Agreement does not preclude CITY from placing parking meters on the CITY-Owned Property and charging users for parking in metered parking spaces.
- (c) The CITY reserves the right to limit, restrict, or prohibit parking in any portion of the CITY-Owned Property if such limitation, restriction, or prohibition is

determined in the sole discretion of the CITY to be in the best interest of the safety of persons or protection of property, public or private.

- (d) The JEWETTS will offer a shuttle service to and from the CITY-Owned Property and the Blue Gator Property to assist patrons and customers of the businesses on the Blue Gator Property with transportation thereto.
- (e) If this Agreement is terminated or otherwise not maintained, JEWETTS must reduce the use of the Blue Gator Property or make other arrangements to satisfy parking requirements set forth in the City Code and Development Order #DOR 2016-01 as may be amended; and

3. **CONSIDERATION.** The rental payments provided for herein shall be due and payable in advance on the first day of each month for which said rentals are due. The JEWETTS shall pay to CITY the monthly sum of \$600.00 (plus any applicable sales tax) for non-exclusive use of the CITY-Owned Property for vehicular parking relating to the operation of its businesses on the Blue Gator Property during the term of this Agreement. If advance payment is late and thereafter not made payable on or before the 10th day of any month that this Agreement is in effect, then the CITY may immediately terminate this Agreement by providing the JEWETTS written notice of termination. The first monthly payment shall be due on August 1, 2023.

4. **INSURANCE.** At all times during the term of this Agreement, the JEWETTS shall keep and maintain, at their own cost and expense, comprehensive liability insurance with a combined single limit of not less than \$2,000,000 (Two Million Dollars), insuring that part against claims for bodily injuries and/or death and/or damage to property incurred while on or about the City-Owned Property and/or in connection with any act or omission thereon and/or any tortious act or omission in or about the City-Owned Property of the JEWETTS or the JEWETTS' agents, employees, guests, invitees or licensees. Such insurance shall name the CITY as additional insured.

5. **TERM.** This Amendment shall be for a term of five (5) years commencing on August 1, 2023, and may be renewed for additional five (5) year terms upon the agreement, in writing, of all parties hereto.

6. **TERMINATION.** The JEWETTS may terminate this Agreement without cause by giving the CITY at least thirty (30) written notice of their intent to terminate. The CITY may terminate this Agreement without cause by giving JEWETTS at least three hundred sixty-five days (365) days written notice of its intent to terminate.

7. **ASSIGNMENT.** The JEWETTS may assign this Agreement upon sale of the Blue Gator Property.

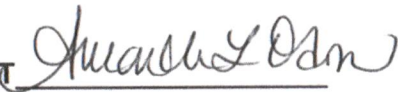
8. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law, the JEWETTS shall indemnify, hold harmless and defend the CITY, its agents, and employees, or any of them, from and against all claims, damages, losses, and

expenses including, but not limited to, attorneys' fees and all other legal costs, arising out of or resulting from this Agreement, provided that same is caused in whole or part by the error, omission, negligent acts, conduct, or misconduct of the JEWETTS, their agents, servants, employees, subcontractors, or invitees. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

This Agreement may be executed in duplicate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the date and year first above written.

ATTEST

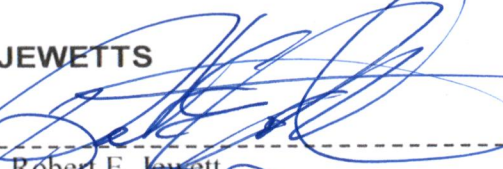

Amanda L. Odom, City Clerk


CITY OF DUNNELLON

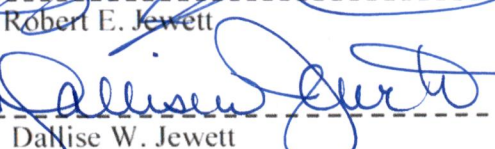
Wallace Dunn II, Mayor

THE JEWETTS

BY:


Robert E. Jewett

BY:


Dallise W. Jewett



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

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

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

Attachment 1

1 of 14

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:

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- 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.

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- 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.

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- 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

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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.

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- 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.

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**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:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	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

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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;

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- 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>.

Attachment 5

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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

Attachment 5

3 of 6

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	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

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	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	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	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	State Appropriation Category

				Total Award	\$182,500.00
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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.

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 <i>expended</i> by contractor covering period of MM/DD/YY to MM/DD/YY	\$ _____
2 Advanced funds principal <i>returned</i> 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 _____

Exhibit G, DEP Agreement #: 26PLN37

11/19/2021

Page 1 of 1

**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:

Project Title:

Grantee:

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:

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.”)

WITNESSETH

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, shall 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 Interlocal 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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



**Marion County
Board of County Commissioners**

McPherson Governmental Campus

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

District 1 - Craig Curry, Commissioner
District 2 - Kathy Bryant, Vice Chair
District 3 - Matt McClain, Commissioner
District 4 - Carl Zalak III, Commissioner
District 5 - Michelle Stone, Chair

September 4, 2024

Mayor Walter Green
City of Dunnellon
20750 River Drive
Dunnellon, FL 33431

Mayor Green:

Thank you for the letter regarding the future management of Blue Run of Dunnellon Park and the explanation of the Council's position.

Marion County is also committed to operating the park as one of our community's prized parks. As we continue to take advantage of our growing ecotourism market, Blue Run of Dunnellon Park plays an essential part in our plan to provide visitors with exceptional access to our public lands, the Rainbow River, and the statewide regional trail system. The partnership between Marion County, the City and Rainbow River Conservation, Inc. has helped make this park a success and going forward we can ensure you that we aim to only make it better for everyone to enjoy.

We understand the City's priorities and appreciate your focus on providing the necessary infrastructure for Dunnellon. Marion County is prepared to support the City's goals by assuming full ownership and management responsibilities of the park, including capital construction, operating costs (including water and wastewater) and staffing. As part of this process, there are multiple documents that we will need to work through together, including coordination with the Florida Communities Trust.

In order to regain momentum and construct a restroom at the park, we would like to encourage action on transferring ownership and amending documents in the immediate future.

Respectfully,

Michelle Stone, Chairman

Cc: Marion County Board of County Commissioners
Mounir Bouyounes, P.E. – County Administrator
Mandy Odom, CMC – City Clerk
Angel Roussel, P.E. – Assistant County Administrator
Jim Couillard, PLA – Parks & Recreation Director

City of Dunnellon

SEP 11 2024

RECEIVED

Empowering Marion for Success

marionfl.org



CITY OF DUNNELLO

20750 RIVER DRIVE
DUNNELLO, 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.

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AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, DELETING CHAPTER 66, ARTICLE II OF THE CITY'S CODE OF ORDINANCES IN ITS ENTIRETY AND ADOPTING CHAPTER 66, ARTICLE II-A AND ARTICLE II-B IN ITS PLACE TO CREATE SEPARATE REGULATORY FRAMEWORKS FOR NON-METER/NON-PAID PARKING RULES AND VIOLATIONS AND PAID PARKING RULES AND VIOLATIONS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

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

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

WHEREAS, the City Council of the City of Dunnellon has determined that it is in the public interest to replace Chapter 66, Article II of the City's Code of Ordinances with Articles II-A and II-B in order to create separate regulatory and enforcement frameworks for non-paid parking violations and paid parking violations in order to promote efficient administration regarding parking regulations overall and update the regulations to reflect current practices; and

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

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

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

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

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

SECTION 2. Chapter 66, Article II of the City’s Code of Ordinances is hereby deleted in its entirety. The deleted provisions are attached hereto as Exhibit “A.”

SECTION 3. Chapter 66, Article II-A. “Stopping, Standing, and Parking – (Non-Paid Parking Violations)” of the City Code is hereby created as follows:

ARTICLE II-A. STOPPING, STANDING, AND PARKING – (Non-Paid Parking Violations)

DIVISION 1. GENERALLY

Sec. 66-31. Definitions.

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

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

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

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

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

Sec. 66-32. State statutes adopted.

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

Sec. 66-33. Establishment of parking zones.

The city may approve parking zones regulating the place and duration of parking on parking areas, lots, streets, and rights-of-way of the city.

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

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

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

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

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

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

87 **Sec. 66-37. Parking in restricted zone; parking for certain purposes prohibited.**

89 (a) No person shall stop, stand, or park a vehicle for any purpose or length of time in any
90 restricted parking zone other than for the purpose for which parking in such zone is restricted,
91 except that a driver of a passenger vehicle may stop temporarily in such a zone for the purpose
92 of and while actually engaged in the loading or unloading of passengers when such stopping
93 does not interfere with any vehicle which is waiting to enter or about to enter the zone for the
94 purpose of parking in accordance with the purpose for which parking is restricted.

95 (b) No person shall park a vehicle upon any parking area, lot, street, or right-of-way of the city,
96 for the principal purpose of:

97 (1) Displaying a vehicle for sale.

98 (2) Washing, greasing or repairing the vehicle, except repairs necessitated by an emergency.

99 (3) Displaying signage.

100 (4) Selling merchandise from the vehicle, except in a duly established marketplace or when
101 so authorized or licensed under this Code or any other city ordinance.

102 (5) Storage or as junk or dead storage for more than 24 hours.

103 (6) Soliciting orders for or from which goods are to be sold directly to the customer;
104 however, this subsection shall not apply to vehicles of dealers-where the vehicles are
105 parked temporarily for the purpose of soliciting orders from, or sale to, the occupants of
106 the immediate premises only.

107 **Sec. 66-38. Improper parking: parking within designated spaces, streets, and right-of-way.**

108 (a) Any vehicle stopped, standing, or parked in or alongside a parking space as designated
109 pursuant to this article shall park within the lines or markings designating such parking space.
110 It is unlawful to park any vehicle in any such way that the same shall not be within the area
111 so designated by such lines, delineations, markings, or sign post that corresponds with the

parking space. The front bumper of the vehicle must be even with the lines, markings, or sign post that corresponds with the parking space or in close proximity thereto without parking beyond the established parking space, post or sign.

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

- (c) A vehicle shall not occupy more than a single designated parking space.

- (d) It is unlawful to park in a street or within the right-of-way except in designated parking spaces or parking lanes.

- (e) In unmarked areas, vehicles shall park in an orderly manner as directed by signage or instructions set forth by the city.

Sec. 66-39. Leaving keys in ignition in parked vehicle.

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

DIVISION 2. ENFORCEMENT

Sec. 66-60. Enforcement, in general.

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

multiple parking enforcement or payment methods concurrently. All such methods shall have equal force and effect under this Code.

Sec. 66-61. Enforcement; violations.

Notice of violation under this article shall be provided through the issuance of a parking ticket. Uniform traffic citations prepared by the Florida Department of Highway Safety and Motor Vehicles may not be issued by being attached to an unattended vehicle. A uniform traffic citation shall not be used for a parking violation of the Code. Nothing herein shall be interpreted as preventing the enforcement of any violation of Florida Statutes or any City of Dunnellon Ordinance through other means of enforcement or in conjunction with any other enforcement methods including City Code.

(a) *Issuance of parking tickets.* The law enforcement department of the city, acting through ~~city~~ ~~police~~ officers or parking enforcement specialists, shall issue ~~municipal~~ parking ~~tickets~~ ~~ticket~~ to the operator if the motor vehicle is attended, and if the motor vehicle is unattended, attach such ticket, issued to the registered owner, to the vehicle in a conspicuous place.

(b) *Contents of parking ticket.* The ticket shall specifically describe the following:

(1) The date and time of the violation;

(2) The ~~issuance date if different than the date and time of the violation;~~

(3) ~~The name or identification number of the individual who issued the ticket;~~

(4) A description of the violation;

(5) The fine amount;

(6) The vehicle information;

(7) Information on how and where the ticket may be paid;

(8) ~~Information on how the ticket may be contested within 30 days of issuance.~~

(c) *Liability for payment of fine.* The registered owner is responsible and liable for payment of any parking ticket violations.

Sec. 66-62. Payment of fine; appeals.

(a) Appeals for violations of this article shall be referred to the county court for the county of the Fifth Judicial Circuit.

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

(c) *Appeal of parking ticket.*

(1) Any individual who receives a parking ticket issued pursuant to the requirements of this article may voluntarily elect to appeal the parking ticket and request a hearing within 30 days from issuance of the ticket, by requesting an appeal ~~within~~ the county court ~~for the~~

county of the Fifth Judicial Circuit per the instructions on the parking ticket in and for Marion County, Florida.

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

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

Sec. 66-63. Vehicles parked in violation of regulations deemed nuisance; liability of owners.

(a) The owner of any vehicle shall be held responsible for any vehicle found upon a street or highway in violation of any provision of this article, or any ordinance(s) or executive order for emergency which regulates the stopping, standing, or parking of vehicles. Nothing contained in this article shall limit the ability of the city to seek other enforcement action as may be permitted in the Code nor limit the ability of the city to enjoin a nuisance.

(b) It is unlawful for any vehicle in violation of this article to remain in any lawful parking space for more than two (2) hours after a ticket has been issued for violation of any provision of this article. For continuous parking beyond each two (2) hour period, a new offense shall be deemed to have occurred and a notice of violation may be issued for each subsequent two (2) hour period.

(c) Any person issued a ticket is deemed to be charged with a noncriminal civil infraction and shall be deemed responsible for complying with the directions on the ticket for paying or contesting the violation.

Sec. 66-64. Relocation, immobilization, impoundment.

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

(b) The immobilizing device shall be attached to the motor vehicle at the place where it is found, except that no motor vehicle shall be immobilized within the traveled portion of any street or any portion of a street when immobilization at such place would create a hazard to the public or to traffic on the street. At the same time as the immobilizing device is attached to the motor vehicle, a notice shall be affixed to the windshield or other prominent place on the motor vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the motor vehicle while the immobilizing device has been so attached, and informing the owner or operator of the motor vehicle of the number and age of, and total fines and charges assessable under, the citations for which the motor vehicle is immobilized.

including the removal charge for the removal of the immobilizing device, and where the owner must go in order to pay the fines and charges and have the immobilizing device removed from the motor vehicle.

(c) The immobilizing device shall be removed from the motor vehicle upon payment of the total fines and late payment charges assessed against the owner of the vehicle. The police law enforcement officer may approve the removal of the immobilizing device upon obtaining satisfactory arrangements for the stated fines and late charges.

(d) The police law enforcement officer may tow or cause to be towed and impound any motor vehicle immobilized under this article if payment for fines and late payments or satisfactory arrangements in lieu thereof have not been paid or obtained within 24 hours of the attaching of the immobilizing device. All expenses for towing or impounding shall be borne by the owner of the vehicle.

Sec. 66-65. Penalties and fees.

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

(1) Parking in a no parking zone – not to exceed one hundred dollars (\$100.00.)

(2) Disabled parking without valid permit displayed - two hundred fifty dollars (\$250.00). If a citation is issued to a person legally entitled to park in a designated handicapped zone, the fine shall be waived upon presentation of proof of a disabled parking permit to the police law enforcement department.

(3) Stopping, standing, and parking in fire zone - not to exceed two hundred dollars (\$200.00).

(4) Immobilization fee:

a. 1st offense - not to exceed two hundred dollars (\$200.00).

b. 2nd offense within six (6) months - not to exceed three hundred dollars (\$300.00).

c. 3rd or subsequent offense within one (1) year - not to exceed five hundred dollars (\$500.00).

(5) Unlawfully displaying a vehicle for sale, hire, or rental (F.S. § 318.18(22)) - five hundred dollars (\$500.00).

(6) Administrative fee (F.S. § 318.18(19)) - twelve dollars and fifty cents (\$12.50).

(7) Other violations. The fine for any other violation of this article or provisions of the Florida Statutes pertaining to parking shall be \$100.00.

(8) Leaving vehicle with keys in ignition. The fine for leaving a parked vehicle while the keys remain in the ignition or in plain view within the vehicle from outside the vehicle shall be \$50.00.

SECTION 4. Chapter 66, Article II-B. “Paid Parking” of the City Code is hereby created as follows:

ARTICLE II-B. PAID PARKING

DIVISION I. GENERALLY

Sec. 66-100. Definitions.

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

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

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

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

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

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

Hearing officer means the code enforcement special magistrate assigned to hear parking violation hearings in accordance with the provisions of this article.

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

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

Parking meter means and includes any mechanical device, meter, or timed parking system not inconsistent with this section, placed or erected for the regulation of parking by the authority of this chapter.

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

Parking meter zone means and includes any street, portions thereof, parking area or lot, upon which parking meters, devices, or timed parking systems are installed, or parking is regulated, which is in operation for the parking of vehicles for a limited time, subject to compliance with regulations.

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

Sec. 66-101. Establishment of Paid Parking Areas.

The City may approve and designate parking meter zones, camera-enforced parking areas, and/or digital or web-based parking zones for paid parking.

Sec. 66-102. Placement of parking meters, devices, or timed parking systems.

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

(g) In any unmarked or unstriped areas, vehicles shall park in an orderly manner as directed by signage or web-based instructions.

Sec. 66-103. Parking meter deposit required; exceptions.

- (a) Except in a period of emergency determined by a law enforcement officer of the police city or fire department, or in compliance with the direction of a police law enforcement officer, police law enforcement aide or traffic control sign or signal, when any vehicle shall be parked in any parking meter space alongside or next to which a parking meter or device is located or within a designated area controlled by a timed parking system, the operator of such vehicle, shall, upon entering said parking meter space, immediately deposit or cause to be deposited such proper payment as is required for said parking meter and as is designated by proper direction on the parking meter, device or timed parking system; and when required by the directions on the meter, device or timed parking system, the operator of such vehicle, after the deposit of the proper payment means as posted on the timed parking system meter or device, shall also set in operation the timing mechanism on such parking meter, device or timed parking system in accordance with directions properly appearing thereon; and failure to deposit such payment as posted, and to set the timing mechanism in operation when so required, shall constitute a violation of this section. Upon the deposit of such payment posted (and the setting of the timing mechanism in operation, when so required) the designated parking meter space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which said parking meter space is located; provided, that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit payment as posted so long as occupancy of said parking meter space does not exceed the indicated unused parking time. If said vehicle shall remain parked in any such parking meter space beyond the parking time limit set for such parking meter space, and if the parking meter, device or receipt from a timed parking system shall indicate such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time; and such parking shall be deemed a violation of this section.
- (b) Where a physical parking meter or pay station is used, a subsequent parker may lawfully occupy a space that still shows remaining paid time, provided that the new parker does not exceed the remaining indicated time.
- (c) In any digital or web-based parking zone, parking sessions are recorded and linked to the vehicle's license plate rather than to a specific space. Unused or remaining time from a previous vehicle does not transfer to another vehicle or user. Each new vehicle must initiate its own paid parking session upon entry.

Sec. 66-104. Cost; Charges by parking meter zones; acceptable currency.

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

Sec. 66-105. Parking meter violations.

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

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

DIVISION 2. ENFORCEMENT

Sec. 66-120. Providing notice of violation; invoicing; enforcement; payment options; hearings.

- (a) Notice of violation under this article (Article II-A, Paid Parking) shall be provided through the issuance of a parking violation invoice.
- (b) Nothing herein shall be interpreted as preventing the enforcement of any violation of Florida Statutes or any City of Dunnellon Ordinance through other means of enforcement or in conjunction with any other enforcement methods including City Code.
- (c) The city may establish camera enforced parking to allow the capture of parking violations within the city as authorized under this section. Camera-enforced parking shall be permitted as follows:
 - (1) Camera-enforced parking violation penalties shall be the same as if enforced in person with the exception that administrative costs may be established by resolution and included with the penalties and included in the parking violation invoice.
 - (2) Camera-enforced parking areas must allow for at least a fifteen (15) minute grace period upon entry before any parking charges may be incurred, provided that the motor vehicle does not park at that time.
 - (3) The city shall identify any area in which camera-enforced parking occurs by placing signage that is legible and clearly visible to persons entering the area used for camera

enforced parking. Signs shall, at a minimum, include: identification of the City or its authorized operator; applicable rates and accepted payment methods (including any physical meters and/or web-based options); any grace period before charges or violations apply; notice that camera or license plate recognition enforcement may be used; contact information (phone and email) for inquiries and appeals; and instructions or website address for reviewing photographic or electronic evidence.

(4) Camera-enforced parking notices of violation must be placed on the motor vehicle as provided in this section or mailed by first-class mail within five (5) business days of the violation. A delinquency fee may not be assessed until expiration of the payment periods under this section. The mailing of the invoice constitutes notification.

(5) In addition to other required information under this section, camera-enforced parking violation invoices shall state that the registered owner has a right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The invoice must provide instructions for viewing the evidence of the violation.

(6) If the registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative thereof, initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the camera-enforced parking invoice.

(7) The photographic or electronic image or streaming video of a camera-enforced parking violation is evidence that a violation occurred and is admissible in any proceeding to enforce the violation and raises a rebuttable presumption that the motor vehicle named in the parking violation invoice or shown in the photographic or electronic image or streaming video evidence was used in violation if it shows the clear entry and exit of the vehicle and violation of the grace period along with evidence being presented that payment was not made.

(8) Unless a parking notice of violation is placed on the vehicle, violations captured through camera-enforced parking will result in the issuance of a parking violation invoice to the registered owner of the motor vehicle involved in the violation by first-class mail to the address of the registered owner. In the case of joint ownership of a motor vehicle, the invoice shall be mailed to the first person appearing on the registration, unless the first name is a business organization, in which case the second name appearing on the registration may be used. The owner of a leased vehicle is not responsible for paying the camera-enforced parking invoice and is not required to submit an affidavit as provided in this article if the name on the registration is in the name of the lessee of such motor vehicle.

(9) For the issuance of invoice by mail, a law enforcement officer, parking enforcement officer, or parking enforcement specialist who discovers a vehicle parked in violation of this chapter via "non-payment" or other law may issue an invoice via mail to the vehicle owner as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver the invoice to the vehicle's registered owner by mail.

(10) Parking violation invoices: May be issued by a law enforcement officer, parking enforcement officer, or parking enforcement specialist utilizing the following procedures along with any rules adopted by the city:

A. Verify a violation following review of the approved camera playback system/automated image capture, if camera enforced;

B. Verify the registered owner;

C. Confirm the date, time, location, and all required information is identified on a parking violation invoice; and

D. Issue a parking violation invoice as provided under this section.

Sec. 66-121. Issuance of parking violation invoices; payment or contesting parking violation invoices; requesting a review.

(a) A parking violation invoice shall provide:

(1) The date and time of the violation;

(2) The issuance date if different than the date and time of the violation;

(3) The name or identification number of the individual who issued the parking violation invoice;

(4) A description of the violation;

(5) The penalty amount;

(6) The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status;

(7) The vehicle information;

(8) Information on how and where the parking violation invoice may be paid;

(9) A photo of the tag captured and instructions for viewing photographic or electronic evidence online via the City-approved portal or website, if camera enforced; and

(10) Information on how the parking violation invoice may be contested.

(b) A person who wishes to contest a parking violation invoice without being assessed additional penalties or costs for delinquency shall complete and submit a written or electronic request using the City's form or online portal for a parking violation hearing which must be received by the City within fourteen (14) calendar days of the date of the violation. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration, or other document acceptable to the city attorney's office, will be necessary to set a parking violation hearing. All contested parking violation hearings shall be heard by a hearing officer. The city shall send a notice of hearing which states:

(1) The date, time, and location of a pre-scheduled parking violation hearing; and

(2) That a person who elects to contest the parking violation invoice may be assessed a penalty if found in violation after a hearing by a hearing officer;

(3) That a person who elects to contest a parking violation invoice and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default and subject to a penalty, unless otherwise authorized or prohibited by law;

(4) That unpaid violations will be in delinquent status and are subject to being sent to collections for payment;

(5) That vehicles bearing license plates which are identified as belonging to owners who have parking violation invoices in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(c) The notice of hearing shall be sent by mail or e-mail to the person making the request for a parking violation hearing at the physical address or e-mail address provided in the request. A certification by the City that the notice of hearing was mailed to the physical address or e-mail address provided on a request for a parking violation hearing constitutes prima facie evidence that the person on the notice of hearing was served with the notice. Upon notification, the person requesting a parking violation hearing is required to comply with the directions on the notice of hearing or face a finding of violation due to default. Additional penalties or costs may be imposed by a hearing officer upon finding of a violation; however, a violation which was set for a parking violation hearing upon a timely requested parking violation hearing shall not be assessed fees for delinquency if timely paid after a finding of a violation.

(d) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter unless the hearing is cancelled due to receipt of full payment prior to scheduled hearing. The hearing officer, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty unless otherwise authorized or prohibited by law, plus administrative costs.

(e) Preliminary review of a parking violation invoice may be conducted by the City's Code Enforcement Office or its authorized contractor per the City's direction.

Sec. 66-122. Vehicles parked in violation of regulations deemed nuisance; continuous parking in metered parking spaces; habitual parking status; liability of owners; notice of delinquent status; obtaining a parking violation hearing upon a notice of delinquent status.

(a) The owner of any vehicle shall be held responsible for any vehicle found upon a street or highway in violation of any provision of this article, or any ordinance(s) or executive order for emergency which regulates the stopping, standing, or parking of vehicles. Nothing contained in this chapter shall limit the ability of the city to seek other enforcement action as may be permitted in the Code nor limit the ability of the city to enjoin a nuisance. The City Code Enforcement Department may establish procedures to allow affidavits to be submitted as described in F.S. § 316.1967.

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- (b) It is unlawful for any vehicle in violation of this article to remain in any lawful parking space for more than two (2) hours after a parking violation invoice has been issued for violation of any provision of this chapter. For continuous parking beyond each two (2) hour period, a new offense shall be deemed to have occurred and a parking violation invoice may be issued for each subsequent two (2) hour period. For areas enforced via camera-enforced or web-based systems, each additional unpaid parking period identified through automated data review may be treated as a separate violation.
- (c) It is unlawful to park a vehicle in violation of this chapter which is in habitual parking status. A vehicle meeting the qualifications of habitual parking status commits an additional violation under this subsection punishable by a penalty as outlined in this chapter and may be immediately immobilized, and if necessary impounded, as provided for under this article.
- (d) An owner of a vehicle for which a parking violation invoice is issued is deemed to be charged with a noncriminal civil infraction and the owner shall be deemed responsible for complying with the directions on parking violation invoice for paying or contesting the violation.
- (e) All parking violation invoices which have not been paid or set for a parking violation hearing as described in this chapter shall be deemed in delinquent status at the expiration of the fourteen (14) day time period, and the city shall send the owner of the vehicle that was issued a parking violation invoice a notice of delinquent status which states:
- (1) The parking violation invoice number, date, time, description, and amount of penalties to include the original amount of the penalty, the amount of penalties for delinquency, and administrative fees;
 - (2) The options for methods of payment of the parking violation invoice;
 - (3) The due date;
 - (4) The owner may still elect to contest a parking violation invoice and/or delinquent status at a parking violation hearing by appearing in front of a hearing officer who will hear testimony and consider evidence;
 - (5) The date, time, and location of a pre-scheduled parking violation hearing which must be confirmed along with the method for confirming the hearing;
 - (6) A copy of the owner's driver's license and vehicle registration shall be necessary to confirm a hearing date;
 - (7) That failure to pay the parking violation invoice or confirm the parking violation hearing by the date specified will be deemed as a waiver of the owner's right to contest the parking violation invoice and a finding of violation will be entered for the amount stated in the notice of delinquent status;
 - (8) That an owner who elects to contest the parking violation invoice waives his or her right to pay the penalty amount in the notice of delinquent status and the owner may be assessed a penalty if found in violation after a hearing by a hearing officer;
 - (9) That an owner who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty;

(10) That unpaid violations shall remain in delinquent status and are subject to being sent to collections for payment;

(11) That any vehicle(s) bearing a license plate identified as belonging to owners who have parking violation invoices in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(f) The notice of delinquent status may be mailed by the City or its authorized contractor. Mailing constitutes proper notification.

(g) Any owner who fails to satisfy the directive on the notice of delinquent status may be assessed additional penalties or costs by a hearing officer.

(h) An owner who wants to contest a notice of delinquent status without being assessed additional penalties or costs for delinquency shall confirm the parking violation hearing as instructed in the notice of delinquent status within fourteen (14) calendar days from the date of the notice of delinquent status. A copy of the owner's driver's license and vehicle registration will be necessary to confirm a hearing date.

(i) A finding of violation occurs when a parking violation invoice is unpaid, not contested after notice of violation, in default, or after a hearing by a hearing officer results in a finding of violation. All findings of violations are considered an adjudication on the merits.

Sec. 66-123. Cancellation or continuances of hearings; burden of proof; payment after hearing.

(a) A scheduled parking violation hearing shall be cancelled if full payment of the pending parking violation invoice(s) is received prior to the hearing date. A person wanting to continue a parking violation hearing date shall deliver a written request for continuance to the city at least seventy-two (72) hours prior to the hearing date and shall be granted one continuance for a scheduled parking violation hearing of a contested parking violation invoice or post-immobilization hearing. City staff shall administratively establish the procedure for delivery of a written request for a continuance and for providing notice of the rescheduled parking violation hearing time and date.

(b) A violation shall be proven at a hearing by a preponderance of the evidence.

(c) A finding of violation requires all penalties and costs to be paid within fourteen (14) calendar days of the finding unless additional time is granted by the hearing officer or the city.

(d) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the parking violation invoice being in delinquent status if not paid within the time period allowed.

Sec. 66-124. Relocation, immobilization, and impoundment.

(a) Any police law enforcement officer of the city is authorized to attach a device that is capable of immobilizing a motor vehicle so that it cannot be moved under its own power without damage to such motor vehicle, when three or more parking violation invoices have been

outstanding for more than 30 days and have not been disposed of by payment of the fines as provided by this article.

(b) The immobilizing device shall be attached to the motor vehicle at the place where it is found, except that no motor vehicle shall be immobilized within the traveled portion of any street or any portion of a street when immobilization at such place would create a hazard to the public or to traffic on the street. At the same time as the immobilizing device is attached to the motor vehicle, a notice shall be affixed to the windshield or other prominent place on the motor vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the motor vehicle while the immobilizing device has been so attached, and informing the owner or operator of the motor vehicle of the number and age of, and total fines and charges assessable under, the parking violation invoices for which the motor vehicle is immobilized, including the removal charge for the removal of the immobilizing device, and where the owner must go in order to pay the fines and charges and have the immobilizing device removed from the motor vehicle.

(c) The immobilizing device shall be removed from the motor vehicle upon payment of the total fines and late payment charges assessed against the owner of the vehicle. The police law enforcement officer may approve the removal of the immobilizing device upon obtaining satisfactory arrangements for the stated fines and late charges or upon the owner posting bond for a hearing.

(d) The police law enforcement officer may tow or cause to be towed and impound any motor vehicle immobilized under this article if payment for fines and late payments or satisfactory arrangements in lieu thereof have not been paid or obtained within 24 hours of the attaching of the immobilizing device. All expenses for towing or impounding shall be borne by the owner of the vehicle.

Sec. 66-125. Establishment of post-immobilization hearings.

(a) The registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative thereof, wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a hearing officer. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute with the city prior to impoundment and complete and submit a written request for post-immobilization hearing which must be received by the city prior to the impoundment. A request for post-immobilization after impoundment will require all parking penalties and impound fees paid in order to request a hearing. The payment of parking fees will be considered a bond pending a hearing. A bond may be posted for impound fees in accordance with F.S. § 713.78(5). A request for a post-immobilization hearing after impoundment must be received by the city at the time of the payment of the bond for the parking penalties in dispute which led to the immobilization. A request for a post-immobilization hearing shall be on the form provided by the city. Requests shall include a complete name and address of the person requesting a hearing, and if available, a phone number and e-mail address. A

description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing shall be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration will be necessary to schedule a post-immobilization hearing. All contested hearings shall be heard by a hearing officer who hears parking violation hearings. The city shall send a notice of hearing which states:

(1) The date, time, and location of a pre-scheduled post-immobilization hearing;

(2) That a person who elects to contest the parking violation invoice waives his or her right to pay the initial amount due at the time of the immobilization unless a bond was posted and the person will accrue additional penalties and costs for the impoundment of the vehicle until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with city code;

(3) That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond posted with the city will be forfeited to the city; and

(4) That any vehicles which are impounded after immobilization are subject to liens in accordance with F.S. § 713.78.

(b) The notice of hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided in the request. A certification by the city that the notice of hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the notice of hearing was served with the notice. Upon notification, the person wanting a post-immobilization hearing is required to comply with the directions on the notice of hearing or waive his or her right to challenge the immobilization.

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

SECTION 5. CONFLICTS. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 6. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,

word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the City of Dunnellon Code of Ordinances. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance,” or similar words, may be changed to “Section,” “Article,” or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

Upon motion duly made and carried, the foregoing ordinance was adopted on the first reading on the ____ day of _____ 202_.

Upon motion duly made and carried, the foregoing ordinance was adopted on the second and final reading on the ____ day of _____ 202_.

Ordinance Posted on the City’s website on _____, 202_. Public hearing advertised on the City’s website on _____ and advertised in the Riverland News on _____.

Walter L. Green, Mayor

Attest:

Amanda L. Odom, CMC
City Clerk

EXHIBIT “A”

ARTICLE II. STOPPING, STANDING AND PARKING

DIVISION 1. GENERALLY

~~Sec. 66-31. Definitions.~~

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

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

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

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

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

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

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

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

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

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

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

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

Parking meter means and includes any mechanical device, meter, or timed parking system not inconsistent with this section, placed or erected for the regulation of parking by the authority of this chapter.

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

Parking meter zone means and includes any street, portions thereof, parking area or lot, upon which parking meters, devices, or timed parking systems are installed, or parking is regulated, which is in operation for the parking of vehicles for a limited time, subject to compliance with regulations.

Parking violation hearing means a hearing by a hearing officer in which an operator or owner of a vehicle bearing a license plate that has been issued a ticket or parking violation invoice or an owner of a vehicle who was issued a notice of default status may contest the issuance of a parking

~~ticket, parking violation invoice, or notice of default status. Parking violation hearings shall provide the opportunity for testimony and evidence to be presented, and the rules of evidence shall be liberally construed to allow for the presentation of testimony and evidence. Parking violation hearings shall also be used by a person wishing to challenge the immobilization of a vehicle in a post-immobilization hearing.~~

~~Sec. 66-32. State statutes adopted:~~

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

~~Sec. 66-33. Establishment of parking zones:~~

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

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

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

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

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

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

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

~~Sec. 66-37. Reserved:~~

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

~~(a) No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose for which parking in such zone is restricted, except that a driver of a passenger vehicle may stop temporarily in such a zone for the purpose of and while actually engaged in the loading or unloading of passengers when such stopping~~

~~does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose for which parking is restricted.~~

~~(b) No person shall park a vehicle upon any parking area, lot, street, or right-of-way of the city, for the principal purpose of:~~

~~(1) Displaying a vehicle for sale.~~

~~(2) Washing, greasing or repairing the vehicle, except repairs necessitated by an emergency.~~

~~(3) Displaying signage.~~

~~(4) Selling merchandise from the vehicle, except in a duly established marketplace or when so authorized or licensed under this Code or any other city ordinance.~~

~~(5) Storage or as junk or dead storage for more than 24 hours.~~

~~(6) Soliciting orders for or from which goods are to be sold directly to the customer; however, this subsection shall not apply to vehicles of dealers where the vehicles are parked temporarily for the purpose of soliciting orders from, or sale to, the occupants of the immediate premises only.~~

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

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

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

~~(d) Except in a period of emergency determined by an officer of the police or fire department, or in compliance with the direction of a police officer, police aide or traffic control sign or signal, when any vehicle shall be parked in any parking meter space alongside or next to which a parking meter or device is located or within a designated area controlled by a timed parking system, the operator of such vehicle, shall, upon entering said parking meter space, immediately deposit or cause to be deposited such proper payment as is required for said parking meter and as is designated by proper direction on the parking meter, device or timed parking system; and when required by the directions on the meter, device or timed parking system, the operator of such vehicle, after the deposit of the proper payment means as posted on the timed parking system meter or device, shall also set in operation the timing mechanism on such parking meter, device or timed parking system in accordance with directions properly appearing thereon; and failure to deposit such payment as posted, and to set the timing mechanism in operation when so required, shall constitute a violation of this section. Upon the deposit of such payment posted (and the setting of the timing mechanism in operation, when so required) the designated parking~~

~~meter space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which said parking meter space is located; provided, that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit payment as posted so long as occupancy of said parking meter space does not exceed the indicated unused parking time. If said vehicle shall remain parked in any such parking meter space beyond the parking time limit set for such parking meter space, and if the parking meter, device or receipt from a timed parking system shall indicate such illegal parking, then, and in that event, such vehicle shall be considered as parking overtime and beyond the period of legal parking time; and such parking shall be deemed a violation of this section.~~

~~(e) Where a physical parking meter or pay station is used, a subsequent parker may lawfully occupy a space that still shows remaining paid time, provided that the new parker does not exceed the remaining indicated time.~~

~~(f) In any digital or web-based parking zone, parking sessions are recorded and linked to the vehicle's license plate rather than to a specific space. Unused or remaining time from a previous vehicle does not transfer to another vehicle or user. Each new vehicle must initiate its own paid parking session upon entry.~~

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

~~(a) The cost of parking or standing a vehicle in a parking meter space located in a parking meter zone and/or in a digital or web-based zone shall be established by resolution.~~

~~(b) Parking meter zones and parking requirements, including the cost of parking, within the zones, shall be established by resolution.~~

~~(c) Payments may be made using lawful U.S. currency at any pay station or by any approved electronic means, including credit or debit card, web-based, or mobile transactions, as authorized by City Council resolution.~~

~~Sec. 66-42. Parking meter violations.~~

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

~~(1) To cause, allow, permit, or suffer any vehicle registered in his/her name or under his/her control to remain or be placed in any parking meter space controlled by any parking meter, device or timed parking system beyond the period prescribed for such parking space;~~

~~(2) To cause, allow, permit or suffer any vehicle registered in his/her name or under his/her control to be parked across any line or marking of a parking meter space or in such a position that the vehicle shall not be entirely within the area designated by such lines or markings;~~

- ~~(3) To deface, injure, tamper with, open, break, destroy or impair the usefulness of any parking meter, device or timed parking system installed under the provisions of this section;~~
- ~~(4) To deposit, or cause to be deposited, in any parking meter, device or timed parking system, any slugs, device or metal substance, or other substitute for lawful currency.~~
- ~~(5) In digital or web-based parking zones and/or camera-enforced parking areas, tampering with or disabling any equipment, signage, or camera system is likewise prohibited.~~

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

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

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

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

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

~~ARTICLE II. STOPPING, STANDING AND PARKING~~

~~DIVISION 2. ENFORCEMENT~~

~~Sec. 66-101. Enforcement, in general.~~

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

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

- ~~(a) Notice of violation under this chapter shall be provided through the issuance of a parking ticket or a parking violation invoice.~~
- ~~(b) Parking tickets may be issued by a law enforcement officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or F.S. Ch. 316. Parking tickets are to be on a form approved by the city and issued to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified. Parking tickets may be delivered to the person determined to be operating or in control of the vehicle if attended; or if the vehicle is unattended, attached to the vehicle in a conspicuous place.~~
- ~~(c) Uniform traffic citations prepared by the Florida Department of Highway Safety and Motor Vehicles may not be issued by being attached to an unattended vehicle. A uniform traffic citation shall not be used for a parking violation of the Code.~~
- ~~(d) Nothing herein shall be interpreted as preventing the enforcement of any violation of Florida Statutes or any City of Dunnellon Ordinance through other means of enforcement or in conjunction with any other enforcement methods including City Code.~~

- ~~(e) The city may establish camera enforced parking to allow the capture of parking violations within the city as authorized under this section. Camera enforced parking shall be permitted as follows:~~
- ~~(1) Camera enforced parking violation penalties shall be the same as if enforced in person with the exception that administrative costs may be established by resolution and included with the penalties and included in the parking violation invoice.~~
 - ~~(2) Camera enforced parking areas must allow for at least a fifteen (15) minute grace period upon entry before any parking charges may be incurred, provided that the motor vehicle does not park at that time.~~
 - ~~(3) The city shall identify any area in which camera enforced parking occurs by placing signage that is legible and clearly visible to persons entering the area used for camera enforced parking. Signs shall, at a minimum, include: identification of the City or its authorized operator; applicable rates and accepted payment methods (including any physical meters and/or web-based options); any grace period before charges or violations apply; notice that camera or license plate recognition enforcement may be used; contact information (phone and email) for inquiries and appeals; and instructions or website address for reviewing photographic or electronic evidence.~~
 - ~~(4) Camera enforced parking notices of violation must be placed on the motor vehicle as provided in this section or mailed by first class mail within five (5) business days of the violation. A delinquency fee may not be assessed until expiration of the payment periods under this section. The mailing of the invoice constitutes notification.~~
 - ~~(5) In addition to other required information under this section, camera parking enforced invoices shall state that the registered owner has a right to review the photographic or electronic images or the streaming video evidence that constitutes a rebuttable presumption against the owner of the vehicle. The invoice must provide instructions for viewing the evidence of the violation.~~
 - ~~(6) If the registered owner or co-owner of the motor vehicle, or the person designated as having care, custody, or control of the motor vehicle at the time of the violation, or an authorized representative thereof, initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the camera enforced parking invoice.~~
 - ~~(7) The photographic or electronic image or streaming video of a camera enforced parking violation is evidence that a violation occurred and is admissible in any proceeding to enforce the violation and raises a rebuttable presumption that the motor vehicle named in the parking violation invoice or shown in the photographic or electronic image or streaming video evidence was used in violation if it shows the clear entry and exit of the vehicle and violation of the grace period along with evidence being presented that payment was not made.~~
 - ~~(8) Unless a parking notice of violation is placed on the vehicle, violations captured through camera enforced parking will result in the issuance of a parking violation invoice to the registered owner of the motor vehicle involved in the violation by first class mail to the address of the registered owner. In the case of joint ownership of a motor vehicle, the~~

~~invoice shall be mailed to the first person appearing on the registration, unless the first name is a business organization, in which case the second name appearing on the registration may be used. The owner of a leased vehicle is not responsible for paying the camera enforced parking invoice and is not required to submit an affidavit as provided in the chapter if the name on the registration is in the name of the lessee of such motor vehicle.,~~

- ~~(9) For the issuance of tickets and citations in person, a law enforcement officer or parking enforcement officer who discovers a vehicle parked in violation of this chapter or other law may issue a parking ticket form as may be used by the city to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver it to the driver; or if the vehicle is unattended, attach such ticket to the vehicle in a conspicuous place, except that a uniform traffic citation prepared by the Florida Department of Highway Safety and Motor Vehicles may not be issued by being attached to an unattended vehicle. A uniform traffic citation shall not be used for a parking violation of the Code.~~
- ~~(10) For the issuance of invoice by mail, a law enforcement officer, parking enforcement officer, or parking enforcement specialist who discovers a vehicle parked in violation of this chapter via "non payment" or other law may issue an invoice via mail to the vehicle owner as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver the invoice to the vehicle's registered owner by mail.~~
- ~~(11) Parking violation invoices: May be issued by a law enforcement officer, parking enforcement officer, or parking enforcement specialist utilizing the following procedures along with any rules adopted by the city:
 - ~~A. Verify a violation following review of the approved camera playback system/automated image capture;~~
 - ~~B. Verify the registered owner;~~
 - ~~C. Confirm the date, time, location and all required information is identified on a parking violation invoice; and~~
 - ~~D. Issue a parking violation invoice as provided under this section.~~~~

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

- ~~(a) A parking ticket and/or parking violation invoice shall provide:
 - ~~(1) The date and time of the violation;~~
 - ~~(2) The issuance date if different than the date and time of the violation;~~
 - ~~(3) The name or identification number of the individual who issued the ticket or parking violation invoice;~~
 - ~~(4) A description of the violation;~~~~

- ~~(5) The penalty amount;~~
 - ~~(6) The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status;~~
 - ~~(7) The vehicle information;~~
 - ~~(8) Information on how and where the ticket or parking violation invoice may be paid;~~
 - ~~(9) A photo of the tag captured and instructions for viewing photographic or electronic evidence online via the City approved portal or website, if camera enforced; and~~
 - ~~(10) Information on how the ticket or parking violation invoice may be contested.~~
- ~~(e) A person who wishes to contest a ticket or parking violation invoice without being assessed additional penalties or costs for delinquency shall complete and submit a written or electronic request using the City's form or online portal for a parking violation hearing which must be received by the City within fourteen (14) calendar days of the date of the violation. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration, or other document acceptable to the city attorney's office, will be necessary to set a parking violation hearing. All contested parking violation hearings shall be heard by a hearing officer. The city shall send a notice of hearing which states:~~
- ~~(1) The date, time, and location of a pre-scheduled parking violation hearing; and~~
 - ~~(2) That a person who elects to contest the ticket or parking violation invoice may be assessed a penalty if found in violation after a hearing by a hearing officer;~~
 - ~~(3) That a person who elects to contest a ticket or parking violation invoice and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty), unless otherwise authorized or prohibited by law;~~
 - ~~(4) That unpaid violations will be in delinquent status and are subject to being sent to collections for payment;~~
 - ~~(5) That vehicles bearing license plates which are identified as belonging to owners who have tickets or parking violation invoices in delinquent status are subject to immobilization or impoundment as provided in this chapter.~~
- ~~(d) The notice of hearing shall be sent by mail or e-mail to the person making the request for a parking violation hearing at the physical address or e-mail address provided in the request. A certification by the City that the notice of hearing was mailed to the physical address or e-mail address provided on a request for a parking violation hearing constitutes prima facie evidence that the person on the notice of hearing was served with the notice. Upon notification, the person requesting a parking violation hearing is required to comply with the directions on the notice of hearing or face a finding of violation due to default. Additional penalties or costs may be imposed by a hearing officer upon finding of a violation; however, a violation which was set for a parking violation hearing upon a timely requested parking violation hearing shall not be assessed fees for delinquency if timely paid after a finding of a violation.~~

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

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

- ~~(a) The owner of any vehicle shall be held responsible for any vehicle found upon a street or highway in violation of any provision of this chapter, or any ordinance(s) or executive order for emergency which regulates the stopping, standing or parking of vehicles. Nothing contained in this chapter shall limit the ability of the city to seek other enforcement action as may be permitted in the Code nor limit the ability of the city to enjoin a nuisance.~~
- ~~(b) It is unlawful for any vehicle in violation of this chapter to remain in any lawful parking space for more than two (2) hours after a ticket or parking violation invoice has been issued for violation of any provision of this chapter. For continuous parking beyond each two (2) hour period, a new offense shall be deemed to have occurred and a notice of violation may be issued for each subsequent two (2) hour period. For areas enforced via camera enforced or web-based systems, each additional unpaid parking period identified through automated data review may be treated as a separate violation.~~
- ~~(c) It is unlawful to park a vehicle in violation of this chapter which is in habitual parking status. A vehicle meeting the qualifications of habitual parking status commits an additional violation under this subsection punishable by a penalty as outlined in this chapter and shall be immediately immobilized, and if necessary impounded, as provided for under this chapter.~~
- ~~(d) Any vehicle issued a ticket or parking violation invoice is deemed to be charged with a noncriminal civil infraction and the owner shall be deemed responsible for complying with the directions on the ticket or parking violation invoice for paying or contesting the violation.~~
- ~~(e) All tickets or parking violation invoices which have not been paid or set for a parking violation hearing as described in this chapter shall be deemed in delinquent status at the expiration of the fourteen (14) day time period, and the city shall send the owner of the vehicle that was issued a ticket or parking violation invoice a notice of delinquent status which states:
 - ~~(1) The ticket or parking violation invoice number, date, time, description, and amount of penalties to include the original amount of the penalty, the amount of penalties for delinquency, and administrative fees;~~
 - ~~(2) The options for methods of payment of the ticket or parking violation invoice;~~
 - ~~(3) The due date;~~~~

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

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

- ~~(a) A scheduled parking violation hearing shall be cancelled if full payment of the pending violation(s) is received prior to the hearing date. A person wanting to continue a parking violation hearing date shall deliver a written request for continuance to the city at least seventy-two (72) hours prior to the hearing date and shall be granted one continuance for a~~

~~scheduled parking violation hearing of a contested ticket, parking violation invoice, or post-immobilization hearing. City staff shall administratively establish the procedure for delivery of a written request for a continuance and for providing notice of the rescheduled parking violation hearing time and date.~~

- ~~(b) A violation shall be proven at a hearing by a preponderance of the evidence.~~
- ~~(c) A finding of violation requires all penalties and costs to be paid within fourteen (14) calendar days of the finding unless additional time is granted by the hearing officer or the city.~~
- ~~(d) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the ticket or parking violation invoice being in delinquent status if not paid within the time period allowed.~~

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

- ~~(a) Any police officer of the city is authorized to attach a device that is capable of immobilizing a motor vehicle so that it cannot be moved under its own power without damage to such motor vehicle, when three or more parking citations for unlawful or illegal parking involving the motor vehicle have been outstanding for more than 30 days and have not been disposed of by payment of the fines as provided by this article.~~
- ~~(b) The immobilizing device shall be attached to the motor vehicle at the place where it is found, except that no motor vehicle shall be immobilized within the traveled portion of any street or any portion of a street when immobilization at such place would create a hazard to the public or to traffic on the street. At the same time as the immobilizing device is attached to the motor vehicle, a notice shall be affixed to the windshield or other prominent place on the motor vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the motor vehicle while the immobilizing device has been so attached, and informing the owner or operator of the motor vehicle of the number and age of, and total fines and charges assessable under, the citations for which the motor vehicle is immobilized, including the removal charge for the removal of the immobilizing device, and where the owner must go in order to pay the fines and charges and have the immobilizing device removed from the motor vehicle.~~
- ~~(c) The immobilizing device shall be removed from the motor vehicle upon payment of the total fines and late payment charges assessed against the owner of the vehicle. The police officer may approve the removal of the immobilizing device upon obtaining satisfactory arrangements for the stated fines and late charges or upon the owner posting bond for a hearing.~~
- ~~(d) The police officer may tow or cause to be towed and impound any motor vehicle immobilized under this article if payment for fines and late payments or satisfactory arrangements in lieu thereof have not been paid or obtained within 24 hours of the attaching of the immobilizing device. All expenses for towing or impounding shall be borne by the owner of the vehicle.~~

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

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

~~hearing, the hearing officer shall determine whether an immobilization was done in accordance with this chapter. If the hearing officer determines that the immobilization carried out by the city pursuant to this chapter was not in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs or penalties paid related to the contested immobilization or if the vehicle is still impounded, the vehicle shall be immediately released with the city bearing the costs for the tow fees.~~

~~Sec. 66-108. Penalties and fees.~~

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

- ~~(1) Expired parking session or failure to pay for time parked (applicable to metered, pay station, or camera enforced/web-based areas):~~
 - ~~a. 1st offense not to exceed one hundred dollars (\$100.00).~~
 - ~~b. 2nd offense within six (6) months not to exceed one hundred fifty dollars (\$150.00).~~
 - ~~c. 3rd or subsequent offense within one (1) year not to exceed two hundred fifty dollars (\$250.00).~~
- ~~(2) Parking in a no parking zone not to exceed one hundred dollars (\$100.00.)~~
- ~~(3) Disabled parking without valid permit displayed two hundred fifty dollars (\$250.00). If a citation is issued to a person legally entitled to park in a designated handicapped zone, the fine shall be waived upon presentation of proof of a disabled parking permit at the police department.~~
- ~~(4) Stopping, standing, and parking in fire zone not to exceed two hundred dollars (\$200.00).~~
- ~~(5) Late fees not to exceed seventy five dollars (\$75.00).~~
- ~~(9) Immobilization fee:~~
 - ~~a. 1st offense not to exceed two hundred dollars (\$200.00).~~
 - ~~b. 2nd offense within six (6) months not to exceed three hundred dollars (\$300.00).~~
 - ~~c. 3rd or subsequent offense within one (1) year not to exceed five hundred dollars (\$500.00).~~
- ~~(10) Unlawfully displaying a vehicle for sale, hire, or rental (F.S. § 318.18(22)) five hundred dollars (\$500.00).~~
- ~~(11) Administrative fee (F.S. § 318.18(19)) twelve dollars and fifty cents (\$12.50).~~
- ~~(12) Found to be in violation after contesting a ticket, citation, or parking violation invoice not to exceed one hundred dollars (\$100.00).~~

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



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 NO. ORD2026-02

AN ORDINANCE OF THE CITY OF DUNNELLOH, FLORIDA, DELETING CHAPTER 66, ARTICLE II OF THE CITY'S CODE OF ORDINANCES IN ITS ENTIRETY AND ADOPTING CHAPTER 66, ARTICLE II-A AND ARTICLE II-B IN ITS PLACE TO CREATE SEPARATE REGULATORY FRAMEWORKS FOR NON-METER/NON-PAID PARKING RULES AND VIOLATIONS AND PAID PARKING RULES AND VIOLATIONS; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11-1. Purpose.

It is the purpose of these regulations to establish standards for special events that protect public health, safety, and welfare, minimize city liability and financial exposure, ensure applicants bear full responsibility for event costs and impacts, and protect city property and resources.

Sec. 11-2. Exemptions.

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

(1) City events;

(2) Funeral processions and services;

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

(4) Sports activities occurring at sports facilities located on city property.

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

Section 11-3. Definitions.

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

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

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

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

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

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

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

Section 11-4. Special event criteria.

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

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

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

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

(4) Parking plan and requirements.

a. All special event applicants must submit a parking plan that adequately accommodates all special event staff, participants, and spectators. The parking plan must meet parking requirements according to this code and be approved prior to permit issuance.

b. The parking plan must include:

i. Total anticipated attendance;

ii. Estimated vehicle count based on reasonable occupancy ratios;

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

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

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

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

105 vii. Signage plan directing attendees to parking areas;

106 viii. Alternative parking arrangements or overflow parking plan for events
107 where attendance may exceed primary parking capacity.

108 c. Minimum parking requirements:

109 i. Small events (30 persons or fewer): Parking must be provided for all
110 anticipated attendees at a ratio of one parking space per 2.5 persons, unless
111 the applicant demonstrates that a significant portion of attendees will arrive
112 by alternative means (walking, cycling, carpooling, shuttle service).

113 ii. Large events (31 persons or more): Parking must be provided at a ratio
114 of one parking space per 2.5 persons, with a minimum 20% overflow
115 capacity.

116 iii. Events with alcohol service: Parking must be provided at a ratio of one
117 parking space per 3.0 persons due to higher vehicle occupancy rates for such
118 events.

119 iv. Multi-day events: Parking calculations based on peak anticipated daily
120 attendance.

121 d. Use of private property for parking:

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

124 ii. The property owner authorization must be submitted on the city's Private
125 Property Parking Authorization Form and must include the legal description
126 or address of property; property owner's notarized signature; specific dates
127 and hours parking is authorized; maximum number of vehicles authorized;

acknowledgment that property owner has adequate liability insurance; and
contact information for property owner;

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

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

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

e. On-street parking restrictions:

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

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

f. Prohibited parking areas:

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

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

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

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

g. Parking enforcement:

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

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

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

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

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

164 (7) Restroom facilities must be provided to accommodate expected special event
165 attendance.

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

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

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

174 (b) The applicant must demonstrate the capacity to successfully execute the proposed special
175 event. This includes, where applicable, a proven track record of managing similar events, as well
176 as meeting the following requirements:

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

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

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

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

186 (1) Small events: Special events with an anticipated attendance of 30 persons or fewer at
187 any given time.

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

190 (b) Electrical service requirements for large events.

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

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

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

199 (c) Restroom facilities for large events.

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

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

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

207 (d) Concession stand facilities.

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

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

213 **Sec. 11-6. Special event permits.**

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

215 **Section 11-7. Application procedures and requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11-8. Application processing.

(a) Determinations. The special events team shall make decisions on complete applications only. All completed applications, including required approvals and supporting documentation, shall be forwarded to the community development manager for coordination and attachment to the permit. The special events team shall determine whether to impose permit conditions and whether the

251 applicant has demonstrated that the applicable requirements are satisfied. Required approvals
252 include, but are not limited to:

- 253 (1) Marion County Sheriff's Office approval of life safety plans and crowd control plans;
254 (2) Public works department approval of equipment needs, site preparation, and restoration
255 requirements;
256 (3) Fire department approval of temporary structures, electrical systems, and fire safety
257 measures;
258 (4) Community development department approval of land use, zoning compliance, and
259 permit conditions.

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

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

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

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

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

278 (b) City support services. City support services shall be provided for special events as determined
279 by the city to protect the health, safety, and welfare of the public. The costs of such services shall
280 be set at the actual costs to the city and paid to the city by the applicant.

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

- 282 (1) The applicant shall provide, at applicant's expense, all law enforcement, fire protection,
283 emergency medical services, traffic control, and crowd management services required by

the Marion County Sheriff's Office, fire department, and other applicable agencies having jurisdiction.

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

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

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

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

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

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

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

Sec. 11-10. Insurance.

The applicant of a special event being conducted on city property must provide certificates of insurance naming the City as an Additional Insured for all insurance coverage required by the city, at the city's sole discretion. All required insurance must be underwritten by a firm authorized to do business in the State of Florida and carrying an AM Best rating of no less than A

Sec. 11-11. Indemnification.

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

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

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

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

325 (1) The grounds for denial.

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

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

329 **Section 11-13. Permit revocation.**

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

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

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

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

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

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

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

339 (1) Grounds for revocation.

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

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

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

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

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

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

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

Section 11-15. Termination of special event.

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

Sec. 11-16. Unauthorized acts.

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

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

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

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

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

Sec. 11-17. Administration and implementation.

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

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

Sec. 11-18. Animals at public events.

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

(1) Animals must be leashed at all times, except for service animals if the disability of the owner/handler does not allow for the animal to provide effective assistance when leashed.

(2) Animals must be trained so that, absent illness, the animal controls its waste elimination.

(3) Animals must be maintained in compliance with the city's animal control and public health ordinances.

(4) The owner/handler of an animal will be responsible for any injury, damage, or destruction caused by the animal.

(5) An animal may be excluded from a public event if the animal's behavior poses a direct threat to the health, safety, or welfare of others.

(6) Providing false information about or misrepresenting the status of a service animal is punishable as a second-degree misdemeanor under Florida law.

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

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

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

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

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

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

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

Walter L. Green, Mayor

Attest:

Amanda L. Odom, CMC
City Clerk

Approved as to Form:

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

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

Amanda L. Odom, CMC
City Clerk

Exhibit “A”

ARTICLE I. IN GENERAL

Sec. 11-1. Purpose.

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

Sec. 11-2. Exemptions.

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

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

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

Sec. 11-3. Definitions.

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

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

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

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

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

Sec. 11-4. Special event criteria.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Business Impact Estimate

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

ORDINANCE #ORD2026-01

AN ORDINANCE OF THE CITY OF DUNNELLOH, FLORIDA, AMENDING CHAPTER 11, "SPECIAL EVENTS," ARTICLE I, "IN GENERAL," TO REVISE REGULATIONS GOVERNING SPECIAL EVENTS; AMENDING SECTION 11-1 TO CLARIFY THE PURPOSE; AMENDING SECTION 11-3 TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 11-4 TO EXPAND SPECIAL EVENT CRITERIA INCLUDING DETAILED PARKING PLAN REQUIREMENTS; CREATING SECTION 11-4.5 TO ESTABLISH FACILITY USE AND UTILITIES REQUIREMENTS; AMENDING SECTION 11-6 TO ADD TRAFFIC CONTROL PLAN REQUIREMENTS AND DOCUMENTATION DEADLINES; AMENDING SECTION 11-7 TO SPECIFY REQUIRED APPROVALS; AMENDING SECTION 11-8 TO CLARIFY RESPONSIBILITIES FOR PUBLIC SAFETY SERVICES; AMENDING SECTION 11-12 TO UPDATE PERMIT REVOCATION AUTHORITY; AMENDING SECTION 11-14 TO UPDATE AUTHORITY TO TERMINATE SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE #ORD2026-04

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

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

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

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

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

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

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

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

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

A. Introduction.

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

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

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

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

_____ Yes

_____ No

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

Section 5. [Additional powers.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the _____ 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:

CITY OF DUNNELLON

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to Form:

Andrew Hand, City Attorney

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

Amanda L. Odom, CMC
City Clerk

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

Afternoon, Onelia!

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

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

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

Thanks!



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

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

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



FGUA Operations Office

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

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

February 8, 2026

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

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

Dear Onelia,

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

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

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

Sincerely,

Sam Cain, P.E.
Operations Manager

Capital Improvements

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

Water Conservation

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

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

Public Facilities Element Objective 5.2:

Implement water conservation programs and strategies, as needed.

Policy 5.2.1:

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

Policy 5.2.2:

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

Policy 5.2.3:

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

Policy 5.2.4:

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

Policy 5.2.5:

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

Policy 5.2.6:

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

Conservation Element Policy 7.2 B.

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

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

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

Listed below are the specific provisions and Code references:

- **Section 10.6 - Landscape plan.**

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

- **Section 10.15 - Irrigation.**

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

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

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

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

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

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

Availability of Potable Water Supply

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



Business Impact Estimate

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

ORDINANCE #ORD2026-05

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

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

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

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

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

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

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

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

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

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

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

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

None

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

None

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

None

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

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

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”