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

Dunnellon City Council meeting will be held on April 16, 2025, 5:30 pm.

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

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

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

Call to Order

Pledge of Allegiance

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

Roll Call

Proof of Publication - The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, April 9, 2025. The agenda was amended on April 10th to update the backup to Item #1a.

Council's Comments Regarding Agenda

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

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

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

Approval of Minutes

Documents:
August 19 2024 Special Budget Workshop.pdf
September 3 2024 Workshop.pdf
September 11 2024 Meeting.pdf

Approve Proclamation #PRO2025-01, Water Conservation Month

Documents:
Proclamation PRO2025-01 Water Conservation Month.pdf

Regular Agenda

1. Agreements

1.a Agreement #AGR2025-09 for Law Enforcement Services
Accept Public Comment

Proposed Motion: Authorize the Mayor to sign Agreement #AGR2025-09 with Marion County Sheriff's Office and the Board of County Commissioners for Law Enforcement Services.

Documents:
Agreement #AGR2025-09 for Law Enforcement Services_Final.pdf

2. Resolutions

2.a Resolution #RES2025-09, Vacation Rental Registration Extension
Accept Public Comment

Proposed Motion: I move Resolution #RES2025-09 be read by title only.

Proposed Motion: I move Resolution #RES2025-09 be approved.

Documents:
Resolution RES2025-09 Vacation Rental Ordinance - 4th Enforcement Extension.pdf

2.b Resolution #RES2025-11, FY24-25 Florida Department of Environmental Protection (FDEP) Budget Amendment
Accept Public Comment

Proposed Motion: I move Resolution #RES2025-11 be read by title only.

Proposed Motion: I move Resolution #RES2025-11 be approved.

Documents:
Agenda Summary for Resolution RES2025-11 FDEP Budget Amendment.pdf
Resolution RES2025-11 Budget Amendment FY2024-2025 FDEP NPDES Permit Renewal.pdf

3. Ordinances

3.a First Reading Ordinance #ORD2025-03, Stormwater Management
Accept Public Comment

Proposed Motion: I move Ordinance #ORD2025-03 be read by title only.

Proposed Motion: I move Ordinance #ORD2025-03 be approved.

Documents:

Ordinance ORD2025-03 Business Impact Statement.pdf
Ordinance ORD2025-03 Stormwater Management_Final.pdf

4. **Department Reports**

5. **Council Liaison Reports and Comments**

6. **City Attorney Report**

Adjourn

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

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

City of Dunnellon
Special City Council/CRA Budget Workshop

Date: August 19, 2024
Time: 4:00 p.m.
Place: City Hall, 20750 River Dr., Dunnellon, FL, 34431

Call to Order and Pledge of Allegiance:
Mayor Green called the meeting to order at approximately 4:05 p.m. and led the Council in the Pledge of Allegiance.

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

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

Staff Present
Mandy Odom, City Clerk
Jan Smith, Finance Officer
Schonna McLean, Finance Officer
Chad Ward, Public Works Manager
Chief Chris Scaglione, Police Department
Captain Ron Bray, Police Department
Julie Danowski, Records Clerk

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

Proof of Publication
The agenda was posted on the City's website and City Hall bulletin board on Monday, August 12, 2024. The agenda was amended on Wednesday, August 14th to correct the time of the meeting.

1) FY2024-2025 Proposed Budgets

- *General Fund
- *TIFD (CRA)

Mrs. Smith began her budget update by stating the budget is still at the rollback rate. She provided budget highlights and spoke about revenues, which have not been received from the State yet. She stated we are still missing 5th cent and 6th cent gas taxes. She advised the 6th cent gas tax will have an impact on Council contingency because it supports roads and streets.

Mrs. Smith moved to expenses and said she just received the insurance rates for next year. She advised Council the general property and liability insurance increased about 10% and the auto insurance is estimated at a 15% increase.

Mrs. Smith stated there were just a few changes to capital from the last meeting, which includes the removal of the CCTV security system from City Hall, adding the City Hall server, removal of captioning services, and some other minor adjustments. Mrs. Odom clarified the captioning services which were removed are for the Historic Board and the Planning Commission only.

Mrs. Smith pointed out Council contingency has $97,661, which means there is a surplus. She explained surplus funds are added to Council contingency to balance the budget and it is up to Council to decide distribution of the funds.

Vice-Mayor Inskeep spoke about a line item of $60,000, which is coming from ad valorum taxes to pay a contractor to rewrite our Comprehensive Plan. He advised Council these funds weren't spent previously because we didn't have a contractor in place. He stated this year we are taking these funds from the taxpayers again, which means we are double dipping. He recommended reducing the millage rate by $60,000 so it becomes a wash for the taxpayer.

Mrs. Smith explained the necessary changes and budget impact if Council chose to go forward with this suggestion. She clarified Vice-Mayor Inskeep's suggestion is to bring the millage rate below the roll back rate.

There was further discussion with Council trying to understand the budget impacts and the taxpayer impacts which will occur with this proposed change. It included Mrs. Smith reiterating her prior suggestion about using a portion of the funds for a road reserve.

Councilwoman Hanchar stated we have discussed the road reserve before because our citizens like to see where their money is going and the roads are their biggest complaint. She said $50,000 in a road reserve isn't really enough to get started with.

Vice-Mayor Inskeep asserted this year, 2025, and 2026 road projects are already funded. He repeated he doesn't feel it's right to double dip the ad valorem taxes. Vice-Mayor Inskeep and Mrs. Smith discussed what roads are funded and how they are funded over the next two years, because she doesn't have a reserve set up for future road work. Mrs. Odom provided clarification and Mrs. Smith apologized for her oversite. She explained there is money available for those projects in the 5 cent gas tax or the 1 cent sales tax reserves.

Mrs. Smith explained it is unlikely we will have money coming in for roads in the future, which means we will have to obtain the funds from the taxpayer. She said if we take a little money now and a little more in subsequent years, we won't have to hit them so hard when the time comes to do the work. She added we don't receive grant awards, but if we should happen to we will need matching funds.

There was further discussion in an attempt to understand the budget from this topic's perspective.

Mayor Green stated he supports the road reserve and the $60,000 set aside for the Comprehensive Plan. He said a precedent had been set by a prior Council and he believes this needs to be acted upon. He explained he doesn't like connecting the $60,000 to the road reserve and suggested divorcing the two topics. He asserted he would like Council to set aside as much as possible for roads, because he hears about this repeatedly from the citizens. He stated if it only changes the citizens taxes by a few dollars, he knows they would rather pay it now than be forced to come up with a large amount later.

Councilman Lehmann stated he believes the citizens would prefer to spend the $20.00 - $30.00 a year extra in taxes to create a road reserve. He remarked $50,000 does very little considering how much repaving costs. He commented $150,000 would be a better amount to begin with, because it is our responsibility to build a vision for the future.

Mrs. Smith explained the amount Council chooses to keep in Council contingency, will provide her with an amount to apply to the road reserve. She advised them how to create a road reserve which cannot be tampered with by future Councils.

Vice-Mayor Inskeep expressed his opinion again regarding the $60,000 and explained he conducted the research and did the math. He strongly suggested Council revisit the topic after the first of the year, since the road repairs are funded for 2025 and 2026. He added we need to spend the old money we set aside for the Comprehensive Plan, without bringing in any new money for it. He exclaimed he doesn't care if it's 50 cents, if it belongs to the taxpayer we need to give it back to them.

Councilwoman Hanchar asserted our reserves have been great this year because the interest rates have been good, but this will not last. She said if we keep rolling back we are eventually going to have to roll forward. She declared she would rather have the millage increase a ½ mill now in an effort to protect the citizens from a big financial shock later.

Mayor Green stated he knows how bad it can be and he never wants to see the City in a poor financial position again. He said he wants the money allocated for the citizens' needs. He explained leaving the millage at the roll back rate is not a tax increase and adding the extra to the road reserve would be understood by the taxpayers.

Mrs. Smith asked Council to provide her with a direction. Vice-Mayor Inskeep asked Mayor Green to poll the Council on where they stand to gain clarity for Mrs. Smith. Mayor Green agreed and announced to the public we are going to revisit each Councilmember's opinion on this topic, but he assured them this is not a vote.

Vice-Mayor Inskeep would like to lower the millage rate by $60,000. Councilwoman Hanchar, Councilman Lehmann and Mayor Green would like to keep the millage at the roll back rate.

Mrs. Smith thanked Council and asked them if they would like a Council contingency for next year. She advised them this is the first year they have had a Council contingency in quite some time and suggested several options.

Councilwoman Hanchar asked for more explanation regarding the budget and funding for the reserves discussed. Mrs. Smith and Mrs. Odom provided clarity utilizing examples. Vice-Mayor Inskeep asked to go on record stating Council doesn't understand the math, but are making decisions based on it.

Mayor Green invited each Council member to state their opinion regarding a Council contingency.

Councilwoman Hanchar, Councilman Lehmann, and Mayor Green stated they are comfortable maintaining the amount currently in the fund. Vice-Mayor Inskeep said everything was budgeted and it doesn't matter what is done with the contingency.

Mrs. Smith summarized Council's discussion and stated if things remain the same after listening to the citizens at the first budget hearing, she will set up the road reserve in preparation for the second public hearing. Mrs. Odom advised she is concerned about not having a lot of time between the first public hearing and the second public hearing to adjust the numbers. She suggested setting specific dollar amounts in advance. Mrs. Smith agreed and stated she could leave everything in contingency and they can discuss establishing the road reserve using a fixed amount.

Mrs. Smith moved on to reserves and stated the general fund capital replacement reserve is the administration reserve which pays for things like playground equipment and computers. She explained the Rio Vista sewer customers are paying us $40.00 per month as reimbursement for a sewer decommissioning project we managed during the sale of the utilities. She said a laptop, audio/visual system, computers, and the ERP software are budgeted to come out of this reserve.

Councilman Lehmann asked if the City will be up to date with all computers after next year. Mrs. Smith replied it is a question for Andy Mathews.

Mrs. Smith spoke about the 1 cent sales tax and said the negatives in this line are funds earmarked for future purchases such as tasers and a pickup truck. She said if this tax isn't renewed or spent, there will be about $500,000 available by the end of next year.

Mrs. Smith spoke about the 5th cent gas tax and stated this fund is strictly for roads and streets. She said she estimates approximately $57,000 coming in and there isn't anything earmarked to utilize it for. She advised Council the ending balance will be approximately $766,000, which could fund the roads repairs in Vogt Springs.

Councilwoman Hanchar asked if there is a reason why two projects can't be accomplished in the same year since the funds are available. She explained the material and labor expense involved

goes up every year and if we wait it could cost us a lot more. Vice-Mayor Inskeep replied they don't want to overburden the Public Works Department with too many projects at once.

Mrs. Smith announced she has nothing more and concluded her presentation. There was further discussion regarding the ARPA funds and where the money goes if it isn't spent.

Chief Scaglione reminded Council about his need to have the Police Department policies updated. He stated he found the proposal they received last year and it was a little over $16,000. He explained he reached out to other companies but they wouldn't provide a quote without a discussion first. He said he would like to have two line items added to the budget; the first for updating the policies and the second for investigative fees. He explained the most recent investigation turned out well because they had help from the Sherrif's Office, but without them they would have had to hire someone. After a brief discussion Council agreed to add these items into the budget.

Mayor Green shared he went to the Florida League of Mayors and the Florida League of Cities meetings last week. He provided a recap of his trip and said there were great speakers from various groups, such as FDOT and EPA. He mentioned he had spoken about our issues regarding the preservation of our springs and was informed there are funds set aside through the Springs Protection Act with a prioritized list. He announced he is looking forward to working with our new planners and utilizing their expertise in grants application. He concluded by expressing his honor and privilege to be the recipient of the Florida League of Cities scholarship funding, which allowed him to attend these productive meetings.

2) Council Comments
There were no additional Council comments.

3) Public Comment
There were no public comments.

Adjournment
The meeting was adjourned at approximately 5:50 p.m.

_____
Penned signature of:
Walter L. Green, Mayor

Attest:

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

City of Dunnellon
City Council Workshop

Date: September 03, 2024
Time: 5:30 p.m.
Place: City Hall, 20750 River Dr., Dunnellon, FL 34431

Call to Order and Pledge of Allegiance:
Mayor Green called the meeting to order at approximately 5:37 p.m. and led the Council in the Pledge of Allegiance.

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

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

Staff Present
Mandy Odom, City Clerk
Jan Smith, Finance Officer
Schonna McLean, Finance Officer
Chad Ward, Public Works Manager
Chief Chris Scaglione, Police Department
Captain Ron Bray, Police Department
Michelle Leonard, Assistant City Clerk – Arrived at 6:15 p.m.
Ron Brown, Community Development Supervisor
Julie Danowski, Records Clerk

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

Proof of Publication
The agenda was posted on the City's website and City Hall bulletin board on Tuesday, August 27, 2024.

1) Public Comments
There were no public comments.

2) Board Reports
There were no board reports.

3) Dunnellon Chamber & Business Association Report

Mrs. Odom reported Judy Terwilliger was unable to attend the workshop, but her monthly report is available upon request.

4) Regular Agenda

4.a) Fire and Police Pension Board of Trustees Appointment

Mrs. Odom announced there are two vacancies on the Fire and Police Pension Board, one of which is due to the resignation of Ron McAndrew. She stated his wife, Lynn McAndrew, had applied to fill his vacancy. She shared Mrs. McAndrew's credentials and said if Council approves her application, we will still have one resident vacancy. Council agreed to add this topic to the consent agenda.

5) Staff Agenda Items

5.a) Community Development Supervisor, Ron Brown

- DCBA Music Festival Alcohol Waiver

Mr. Brown stated the DCBA has requested permission to serve alcohol on the street during the Two Rivers Music Festival. He said they have provided a map showing the locations of the beer gardens and requested a City code waiver regarding consumption on public and private property.

Chief Scaglione stated the DCBA have asked for beer gardens at Exit Realty, Badcock Furniture, and Ernie Mills Park. He explained the allowance is for the beer gardens only and attendees will not be allowed to walk the sidewalks with alcohol, like they have in the past. Councilwoman Hanchar pointed out she has never experienced an issue with people going across the street with an alcoholic beverage. Chief Scaglione replied it is difficult for enforcement to keep people safe when they can walk around anywhere. Councilwoman Hanchar suggested the police be courteous to those who are accustomed to walking around with their alcohol and may not realize they can't anymore.

Councilman Lehmann suggested someone speak with Badcock Furniture because they are closing and may not be able to provide power as they have in the past.

6) Council Agenda Items

6.a) FGUA Water Pressure Issue

Vice-Mayor Inskeep stated he spoke with John Worrell, at FGUA, regarding the low water pressure in Vogt Springs, The Granada, and Blue Cove. He explained the water pressure at the tower is 43 psi, which is near the higher end of nominal water pressure. He advised Council the highest water demand times, which is in the early morning and in the evening, will cause a loss in pressure but the system is operating as designed. He stated he also asked Mr. Worrell about the new campground being developed and was told the water system will be able to handle it.

Councilman Lehmann provided details about water lines and how they function. He commented there isn't a lot we can do because FGUA said the system is working appropriately.

Mayor Green spoke about when the City of Dunnellon owned the utilities and made improvements to it through the use of grants. He asserted he will keep his attention on the water issues as we move forward.

6.b) Vice-Mayor Inskeep

- Special Events

Vice-Mayor Inskeep stated the Christmas parade is coming up and last year the City split the cost of the event with the DCBA. He said he is simply notifying Council it will come up for discussion in October to decide if we will cost share with them again this year.

Councilman Lehmann suggested offering an area for food vendors during the event. Mrs. Odom replied when the DCBA applies for their permit, they will need to include it in their application. Vice-Mayor Inskeep added there are a lot of details to be worked out this year because there have been changes. Councilwoman Hanchar invited Attorney Hand's comments and he replied he has some questions he would like to discuss with staff before he comments.

- FDOT Landscape Maintenance Agreement #AGR2004-03

Vice-Mayor Inskeep stated Public Works is currently maintaining the medians along US 41 and it is an extremely dangerous activity. He explained an agreement was made with FDOT in which the City would maintain the medians to a certain standard. He said we have been unable to keep up with it because the trees have become too large for the equipment we currently possess. He advised Council a non-compliance notice from FDOT was received and he would like consensus from his fellow Council to tell them the City is not able to maintain the medians anymore. He explained the notice states if the deficiencies are not corrected by a specified date, the medians will be returned to their original condition. He said we need to discover what "original condition" means. He asked if Council agrees to allow him to begin communications with FDOT.

Mr. Ward added FDOT requires the trees to be trimmed to a certain width to keep the limbs from hanging into the traffic lanes, but the trees are becoming too large for his department to maintain safely. Vice-Mayor Inskeep stated part of the problem is increased traffic and distracted drivers.

Mayor Green agreed and stated we need assistance to comply with what they require. He feels they must certainly have other small cities who have the same issue.

Councilman Lehmann asked if the State is maintaining the swales. Mr. Ward confirmed they were and said Public Works only maintains the medians in middle of the road.

There was further discussion regarding the cancellation of the agreement and what this process would entail.

7) Ordinances

7.a) Ordinance #ORD2024-08, School Speed Zone Enforcement

Attorney Hand stated this will be the first step for the implementation of this program. He said the rules come from various sections within a variety of statutes. He explained the Ordinance

takes those requirements and consolidates them, making it similar to the red-light program the City once implemented. He advised we will need to add a description of where the speed zone will be enacted.

There was a brief discussion regarding the school zone and whether the police can utilize the video feed for other enforcement activities.

7.b) Ordinance #ORD2024-09, CRA Plan Amendments
Attorney Hand stated he implemented the amendments which Council asked to see. He said the community center language has been removed and the project list has been updated.

7.c) Ordinance #ORD2024-10, Noise Enforcement
Attorney Hand stated the Noise Ordinance complies with case laws and provides more stringent methods for enforcement. He said staff would like to make some changes and he will work with them on those adjustments. He advised the Ordinance will have to go to the Planning Commission for a Comprehensive Plan consistency review.

Councilman Lehmann stated the Two Rivers Music Festival is five hours, but this Ordinance only allows for two. He suggested the time allotment be considered. Attorney Hand replied he expects to make adjustments. Mrs. Odom added it will come before Council again in October.

8) Resolutions
8.a) Resolution #RES2024-23, Establishing Road Rehabilitation Reserve
Mrs. Smith stated this Resolution is based on their workshop discussion. She said we will not be transferring any funds into the reserve until after the year is audited, which will confirm the funds are actually available. She explained the audit will be done in May of 2026 and the funds will be kept in the unrestricted general fund until then.

She commented the budget has changed substantially since the last workshop. She provided details regarding the various changes which have occurred, including the State revenue decrease of approximately $37,000 and expenses which have increased approximately $50,000. She said BS&A has provided some financial concessions because the software launch has been pushed back to February, due to conflicts on their end.

Mrs. Smith advised Section 2 of the Resolution is designed to prevent future Councils from using the funds on something else. She then read the following into the record:

"Section 2. *For budget adoption, use of these funds must be specified for rehabilitation, repair or maintenance of existing improved roads. If Council desires to use these funds outside of budget adoption, a public hearing at a regularly scheduled council meeting shall be scheduled to receive citizen input. A super majority vote of Council is required to draw down this reserve. A budget amendment will be presented to Council for approval of the withdrawal amount."*

Mrs. Odom asked about the date of the audit and Mrs. Smith explained the budget is fiscal year 2024-2025, therefore the audit occurs in 2026.

Mayor Green asked if she believes we will have $54,000. Mrs. Smith replied she thinks we will have a larger surplus. She provided options to Council regarding fund allocation.

Councilwoman Hanchar suggested a transfer cap. Mrs. Smith replied $100,000 would be reasonable and it could be increased or decreased in future years. Councilwoman Hanchar stated she doesn't like the money being left in the general fund and would prefer to see a line item for it.

There was further discussion regarding the suggested transfer cap and where the funds should be held.

Vice-Mayor Inskeep strongly repeated his opinion regarding keeping taxpayer funds for this road reserve because he believes the funds should be returned to taxpayers. He spoke about a revolving door of Council members who come on board simply to push through their pet projects and the funds not being kept in a safe place within the budget. He asserted we already have the money in the budget to repair roads for the next few years.

Mayor Green stated he appreciates and understands Vice-Mayor Inskeep's position. He spoke about Council members attempting to make good decisions and encountering subsequent problems. He said he understands the frustration, but he also wants to provide the resources Public Works requires. He suggested they review every option available for grants.

There was further discussion regarding options and opinions.

Mrs. Smith explained ad valorem taxes makeup only 25% of all the monies received. She said 90% of what is collected from ad valorem goes toward financing the Police Department. She explained the rest of our income is received from other areas which may be based on the number of citizens, but it isn't coming directly from them. She advised Council we have an opportunity to begin working our way out of being constantly reactive and this is such a small amount the citizens won't even notice it, but it will help us greatly.

Councilwoman Hanchar stated she believes the taxpayers will be fine with spending 50 cents now, if it protects them from paying more later.

Vice-Mayor Inskeep suggested working on a five-year plan. Councilwoman Hanchar stated Council used to do five-year plans and she would like to see them return to this structure. Mayor Green agreed and added we need to look at five-, ten-, and fifteen-year plans. He invited staff to make suggestions about what they believe they might need in 5, 10, or 15 years.

There was further discussion about caps, options, Resolution verbiage, grant matching, and what exactly a super majority will allow.

8.b) Resolution #RES2024-24, Surplus Police Department Vehicle

Chief Scaglione commented it is time to get rid of this old vehicle which doesn't run. Mrs. Odom added it was donated to the Police Department by the City of Williston and has just been sitting stagnant. Vice-Mayor Inskeep asked Chief Scaglione for a list of police vehicles and to what position they are assigned. Chief Scaglione replied he will work on the list.

9) Department Reports

Mrs. Odom stated Brenda D'Arville and Kathy Dunn's terms on the Planning Commission are about to expire, but they have both agreed to another 3-year term. She said Mirladys Cardenas is currently a First Alternate but is willing to move into a full Member position to replace Sam Martian, who has resigned. Council agreed to add this topic to the consent agenda.

Mrs. Odom stated she received a request for a letter of support for a hospice facility. Mayor Green asked Council if they would agree to sign a letter of recommendation because the facility could be located in our area. He commented if we could have one in our community it would be nice for people who have need of it and it would provide jobs for our citizens. Council agreed to add this topic to the consent agenda.

Mayor Green asked Mr. Ward when Dunnellon Heights grading will begin. Mr. Ward replied September 1st was the original date, but they are waiting for the rainy weather to pass. Vice-Mayor Inskeep added if they grade now, the rain will simply wash it away and then the neighborhood will have to live with it washed out for six months until the next scheduled grading.

Chief Scaglione stated they recovered some of the stolen lawnmower equipment and Mrs. Smith is working with the insurance company on the claim. He commented a local church has already asked if we could donate the recovered mowers to them. Mrs. Smith added it is unknown at this time if we will be required to return the insurance funds received from the claim.

10) Council comments

Mayor Green spoke about his visit to the League of Mayors and League of Cities conference he attended. He stated he is looking forward to working with the Director of FDEP to protect our aquifers. He said it was a pleasure to speak with him and several Mayors in the area.

Mayor Green stated he and Chief Scaglione have a meeting with the Fire Department to discuss emergency communications next week.

11) City Attorney Comments

Attorney Hand spoke again about the Speed Zone Ordinance and advised Council Exhibit A contains information from the City code, but it will have to be edited because of a camera program which shouldn't be there.

Attorney Hand stated there are development efforts coming to Dunnellon. He mentioned it may be time to discuss impact fees. He explained impact fees are charged at the time developers pull a permit, though it will require a study and a City investment to get the program started.

Vice-Mayor Inskeep asked how much time we have to get started. Mrs. Odom advised we can start talking about it any time, but there are two large properties in the far east section of the City in which people are making inquiries. Vice-Mayor Inskeep asked how the City can prevent another issue like we have in Dunnellon Heights. Mrs. Odom replied with a developer's agreement. Attorney Hand added information regarding zoning, land use, and creating controls. He said the most time intensive and expensive part of starting this program is the consultant study requirement.

Councilman Lehmann spoke about his concern regarding having more undesirable businesses coming into Dunnellon and asked if there was a way to prevent them. Attorney Hand replied it would be at the zoning level and we can't tell them they can't locate here if they are in an area zoned for them.

12) Public Comment
There were no public comments.

Adjournment
The meeting was adjourned at approximately 8:06 p.m.

_____
Penned signature of:
Walter L. Green, Mayor

Attest:

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

City of Dunnellon
City Council Meeting

Date: September 11, 2024
Time: 5:30 p.m.
Place: City Hall, 20750 River Dr., Dunnellon, FL, 34431

Call to Order and Pledge of Allegiance
Mayor Green called the meeting to order at approximately 5:31 p.m. and led the Council in the Pledge of Allegiance.

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

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

Staff Present
Mandy Odom, City Clerk
Jan Smith, Finance Officer
Schonna McLean, Finance Officer
Chad Ward, Public Works Manager
Chief Chris Scaglione, Police Department - Arrived at 6:00 p.m.
Michelle Leonard, Assistant City Clerk
Captain Ron Bray, Police Department
Ron Brown, Community Development Supervisor
Julie Danowski, Records Clerk

Legal Counsel
Patrick Brackins, Assistant City Attorney, Shephard, Smith, Kohlmyer & Hand, P.A. - Attended Remotely

Proof of Publication
The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, September 04, 2024. The agenda was amended on Tuesday, September 10th to add backup to items #3.a and #3.b and on Wednesday, September 11th to add minutes to the consent agenda and to amend the Proposed Annual Budget Line Item Detail backup.

Council Comments Regarding Agenda
There were no Council comments.

Public Comment on non-agenda items
Mathew Davidson, 21675 SW 102nd St., requested for Council to address an issue of wasps inside the mausoleum at Dunnellon Memorial Gardens. He complained he has asked staff to help with this more than once and it continues to be an issue. Mr. Ward replied his team has sprayed several times, but they will go out there again.

Kathy Dunn, 11386 Hendrix Dr., spoke about the Beatification Volunteers and said the improved appearance of some public spaces in town is a tribute to many hands volunteering. She thanked Ms. Leonard and Mr. Ward for their efforts and invited anyone who is interested to attend the DCBA Volunteer Expo.

Consent Agenda
- Approval of Minutes
- Approve Proclamation #PRO2024-04, Constitution Week
- Appoint Lynne McAndrew to the Fire and Police Pension Board of Trustees for a Two-year Term, September 11, 2024 to September 11, 2026
- Waive Sec. 6-4 of the City Code, possession or consumption on public property or on private property without permission, during the hours of 5:00 p.m. to 10:00 p.m. on October 12, 2024 for application PZ2024377 Two Rivers Music Festival and Food Truck Rally and restricted to the areas shown on the attached map at Ernie Mills Park, Badcock Furniture, Exit Realty "Beer Gardens"
- Authorize the Mayor to sign a letter of recommendation for VITAS Hospice to enter Marion County

Public Comment
There were no public comments.

Councilman Lehmann moved the consent agenda be approved. Councilwoman Hanchar seconded the motion. A vote was taken and the motion passed 4-0.

Regular Agenda
1. Presentation
1.a) Presentation of Proclamation #PRO2024-04, Constitution Week
Mayor Green read the following into the record:

*"**WHEREAS,** The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and*
***WHEREAS,** September 17, 2024, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and*
***WHEREAS,** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate it; and*
***WHEREAS,** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and*

WHEREAS, *The Rainbow River Chapter, National Society of the Daughters of the American Revolution is locally sponsoring Constitution Week.*
NOW, THEREFORE *be it proclaimed the City Council of the City of Dunnellon, Florida does hereby recognize the week of September 17 through 23 as* ***"CONSTITUTION WEEK"*** *and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.*

PASSED AND PROCLAIMED *this 11th day of September 2024. "*

Mayor Green presented the proclamation to Mary Stimson, Regent, of the Rainbow River Chapter of the Daughters of the American Revolution and other chapter members present.

2. Discussion – Lease Agreement #AGR2020-05, Rainbow Springs Art, Inc.
Mrs. Odom stated she received a request from Bridget Hanley of Rainbow Springs Art. She said RSA has requested a month-to-month lease beginning January 1, 2025 with payment due in advance at their current established rate. She added they anticipate not extending their occupancy past June of 2025.

Councilwoman Hanchar stated having a tenant in a building while its up for sale is typical. She pointed out Council has not asked the citizens what they would like to have done with the building and suggested bringing the conversation back in October to allow for more public comment. She said she doesn't believe letting them stay until June is a good idea and we could edit the exit date if we choose. She asked if we need to give Opticaltel a vacate notice.

Councilman Lehmann explained RSA has purchased and been working inside the old Lion's Club building. He said he believes they have acted in good faith and the sale of the building should be put on hold until they are able to move into their new building.

Vice-Mayor Inskeep stated he is not against having more public meetings, but we need to determine rent for both tenants even if only one vacates. He suggested letting the lease expire at the end of the term and putting the building up for sale in October with the other surplus items. He said if the building doesn't sell by the first of the year, then the rent can be adjusted for Opticaltel. He stated it will be a cleaner transaction to sell the building without a tenant in it.

Mayor Green stated he would like to work with RSA and allow them the time they need to get into their new building. He said we don't know what Opticaltel will do and it will be a major task for them to remove their equipment. He shared he believes their organization may want to buy the building so they can keep their equipment there. He commented he doesn't see a problem with allowing RSA to stay there for a while after their lease expires.

There was further discussion regarding what to charge RSA if Council chose to allow the month-to-month rental request. Attorney Brackins said if Council chooses to allow month-to-month rent, the amount can be decided upon later.

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

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

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

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

Regular Agenda - Public Hearing on the 2024 Tentative Proposed Millage Rate and Tentative Budget for the City of Dunnellon for the 2024-2025 Budget year.

3. Tentative FY2024-2025 Budget
Mayor Green stated, *"this is a public hearing on the tentative proposed millage rate and tentative budget for the City of Dunnellon for the 2024-2025 budget year. The tentative millage rate for the City of Dunnellon is 5.3557, which is .00% greater than the rolled back rate of 5.3557. The tentative budget proposed is $4,635,878."*

Mayor Green gaveled down and said, *"It is now 6:07 p.m. and I open the public hearing for staff to first make a presentation and then to anyone wishing to address the City Council on either, the proposed millage rate or 2024-2025 budget."*

Staff Presentation:
Mrs. Smith read the following into the record:

"Honorable Mayor and City Council,
Pursuant to Part 1, Section 20 of the City Charter, the proposed budget for Fiscal Year (FY) 2024-2025 is submitted for review and adoption by the City Council.

The first document is the FY 2024-2025 Proposed Budget Summary. This document provides a line-item review of multiple prior fiscal years actuals, FY 2023-2024 budget, actuals as of June 30, 2024, and projected year end 2024. This document is designed to provide the reader the opportunity to make a

comparison between FY 2023-2024 and the proposed budget for FY 2024-2025.

The second document, FY 2024-2025 Detail Line-Item Budget, provides the individual amounts that make up the total of each line item. These two documents combined represent the City's budget plan for the upcoming fiscal year.

Fiscal Year 2023-2024 Budget Highlights
General Fund
Transfers-in are projected to come in under budget primarily due to capital projects cancelled or advancing to the new fiscal year as follows:
- *Playground Equipment $45,000 (cancelled)*
- *CCTV Security System $5,000 (cancelled)*
- *Stormwater Asset Mapping Project $118,526 (advancing to FY2024-2025)*
- *New work truck for Public Works $50,000 (advancing to FY2024-2025)*
- *The budgeted balance of the new financial ERP system $39,300 (advancing to FY2024-2025)*

Revenue is projected to come in over budget primarily due to interest income.

Expenses for FY 2023-2024 are projected to be $294,799 under budget. This is primarily due to:
- *Projects carried forward or cancelled as outlined in the transfers-in portion of this report.*

The net effect to the overall General Fund budget is a projected surplus of $391,933 that will be deposited into reserves subject to year-end audit.

As of June 30, 2024 the General Fund cash on hand is $8,265,443. These funds are allocated among unassigned, assigned, and committed reserves with varying restrictions as to when and how they are used either by Council or State Statute.

General Fund Accomplishments –
- *Fire Department dayroom roof $4,510*
- *Public Works security system $4,895*
- *ARPA grant funded intersection rehabilitation Cedar & Ohio Streets and Mockingbird Dr $66,785 (total spent to date $135,369)*
- *Police Department generator $46,514*
- *Police Department vehicle $28,084*
- *Police Department IT software/hardware upgrade $48,339*
- *City Hall Parking Lot and Boat Ramp maintenance $8,480*
- *Public Works 4 new lawn mowers and 2 new trailers $58,692 (replacement of 4 lawn mowers and 2 trailers resulting from theft)*
- *City Volunteers-over 12 months and with a minimum of 2-10 volunteers per project accomplished the following:*

o Maintenance of City Hall beautification (including fountain transformation, planting flowers in front of welcome sign, refreshing plantings in oversized planters outside front doors, replanting along front of building, weeding and re-mulching)
o Ernie Mills Park Beautification Project: flower beds-updating dead flowers, weeding of playground area, mulching and weeding around newly planted Live Oak trees
o River clean-up at Chaplin A. Dinkins III Park (city beach)
o Created flower bed around sign at City Beach and planted bushes and flowers around Dan Adams memorial bench, pressure washed benches and wall and stained picnic tables and benches
o Worked with RRC to clean signs and repaint benches at Blue Run Park
o Decorated inside and outside of City Hall for Christmas Holiday

Tax Increment Financing District (CRA)
Expenses:
• Funding reserved and set aside for grants to residential and commercial property owners to assist with property renovations is $100,000. Applications in the amount of $35,000 have been received and processed.
• On February 11, 2019, City Council moved to authorize Marion County to commence with the Blue Run of Dunnellon Park restroom project in accordance with the Management Plan, site plan and construction drawings as presented by Marion County. The CRA Board committed a total of $210,400 of which $175,000 was appropriated in FY2022-2023. Marion County is overseeing the project and to date has not pulled the building permits with the City.

o Funding Summary:
$30,000 original commitment
($18,000) spent to date
$23,400 additional commitment from 125 Anniversary Park funds
$175,000 additional commitment FY 2023
$210,400 Total FY 2023 commitment

As of this presentation City Council has voted to rescind all financial commitments toward the project in order to address the immediate infrastructure needs of our residents.

Fiscal Year 2024-2025 Budget Highlights
The City has decreased the millage rate from 5.6933 mills to 5.3557 for the new fiscal year. The 5.3557 millage rate is .00% greater than the rollback rate of 5.3557 mills. Property values have increased approximately 8% citywide. The proposed millage rate for the Certification of Taxable Value is 7.0 mills, which was approved at the July 10, 2024 council meeting. The budget is balanced utilizing unassigned reserves of $60,000 to offset operational costs for comprehensive plan revisions.

Budget workshops were held June 12th, July 10th, August 5th and August 19th. Two public hearings with regard to the millage rate and the budget will be held on September 11th and September 25th at 5:30 pm.

General Fund
The FY 2024-2025 proposed General Fund Operating Budget is $4,635,878 and consists of the following percentages of the total budget: Personnel Expenses 38.1%, Operating Expenses 25.6%, Capital Expenses 26.7%, Debt Service 4.4% and 5.2% of budget will be retained and deposited into restricted operating and capital reserves at September 30, 2025.

Expenses have increased over FY 2023-2024 by $90,068. This is primarily due to increased personnel expenditures associated with 2 police officer positions which were frozen in the FY2023-2024 budget.

Staff and City Council are committed to continuing the pursuit of additional revenue opportunities and reducing expenses in an effort to enhance the General Fund.

Tax Increment Financing District (CRA)
The proposed FY 2024-2025 Tax Increment Financing District (TIFD) budget is $1,017,982, a 63% increase over FY 2023-2024. This is primarily due to an increase in funding from reserves for capital projects. The TIFD Fund operating budget consists of the following percentages of the total budget: Personal Expenses 12.4%, Operating Expenses 9.3%, Capital Expenses 68.5% and Grants & Aid 9.8%.

TIFD is providing funding for:
• 5 capital road projects to improved roads within the historic district $608,300
• Parking lot rehabilitation for 3 parking lots $76,790

Other Highlights
• Continuing implementation of a new Enterprise Reporting Software implementation and training $84,335
• Replace City Hall Server $25,753
• Replacement Computers to resolve Windows 11 compatibility issues $9,500
• New work truck Public Works $50,000
• ARPA funded Stormwater & Roadway Enhancement project $846,026 (grant funded)
• New patrol vehicles (2) $130,000

The budget has been prepared with input from all departments. Council's participation, guidance and overall support of staff's efforts are greatly appreciated.

This concludes staff's presentation and review of prior year accomplishments and new fiscal year goals. Respectfully submitted"

Public Comment:
Juliane Mendonca, 11894 E. Blue Cove Dr., stated citizens depend on Council to go over the budget with a fine-tooth comb. She said the public is aware of the projects and the spending. She commented she appreciates Vice-Mayor Inskeep's accountability in knowing where the citizens taxes are going.

Council Discussion:
Vice-Mayor Inskeep stated the millage rate should be 5.1168 and we should reduce the ad valorem by $60,000. He asserted the reserve is being created based on double-dipping the tax payor. He added the money will sit in a general fund account making it very accessible for 18 months. He restated his past objections about starting a road reserve with these funds. He suggested Council develop a 5-year plan.

Councilwoman Hanchar stated the funds are a rollover from an incomplete project. She said we are finally starting a road fund and providing the citizens a map for where the funds are going. She asserted the people want to be protected and they want safe streets. She agreed with Vice-Mayor Inskeep regarding the development of a five-year plan and suggested obtaining input from staff. She noted she would rather keep the millage rate as it is rather than have to raise it even more later.

Councilman Lehmann agreed with Councilwoman Hanchar's statements and said let's keep it at the current rate.

Mayor Green stated there is no one on this Council who wants to spend money foolishly and planning ahead is key. He said the roads are a worthy cause and the money will be tied to the needs of the City. He agreed Council should apply the money to this road fund and he would like to keep the millage rate at roll back.

There was further Council discussion on this topic with each Council member clarifying their position.

Mayor Green Gaveled down and said, *"It is now 6:42 p.m. and I close the public hearing held to discuss the proposed millage rate and 2024-2025 budget."*

3.a) Proposed Resolution #RES2024-25, Adopting the Tentative 2024 Tax Millage Rate
Councilman Lehmann moved Resolution #RES2024-25 be read into the record. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-25
CITY OF DUNNELLON
A RESOLUTION TENTATIVELY SETTING THE TAX MILLAGE FOR THE YEAR 2024.

WHEREAS, the City Council for the City of Dunnellon met on September 11, 2024 at 5:30 p.m. at City Hall, 20750 River Dr., Dunnellon, FL 34431, to consider the tentative amount of the tax millage to be collected on all real and personal property in the City of Dunnellon, Florida for the year 2024; and

WHEREAS, the City Council has determined the tentative millage on all real and personal properties in the City of Dunnellon shall be set at 5.3557 mills which is .00% greater than the rolled-back rate of 5.3557 mills.

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

The tax millage on all real and personal properties in the City of Dunnellon for the year 2024 is tentatively set at 5.3557 mills.

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 11th DAY OF SEPTEMBER, 2024."

Councilwoman Hanchar moved Resolution #RES2024-25 setting the tentative 2024 tax millage at 5.3557 mills be approved as read. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 3-1, with Vice-Mayor Inskeep opposed.

Mayor Green stated, *"for the record, the tentative millage rate now adopted by the City council is .00% greater than the rolled back rate of 5.3557."*

3.b) Proposed Resolution #RES2024-26, Adopting the Tentative FY2024-2025 General Fund Budget
Councilwoman Hanchar moved Resolution #RES2024-26 be read into the record. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 3-1, with Vice-Mayor Inskeep opposed.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-26
CITY OF DUNNELLON
A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2024-2025

WHEREAS, the City Council for the City of Dunnellon met on September 11, 2024 at 5:30 p.m. at City Hall, 20750 River Dr., Dunnellon, FL 34431, to consider the adoption of a tentative budget for the fiscal year 2024-2025; and

WHEREAS, the City Council for the City of Dunnellon has determined that the budget will be $4,635,878.00 for the City of Dunnellon.

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

The budget for the City of Dunnellon has been tentatively set for $4,635,878.00.

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 11th DAY OF SEPTEMBER, 2024."

Councilman Lehmann moved Resolution #RES2024-26 setting the tentative FY2024-2025 General Fund Budget in the amount of $4,635,878 be approved as read. Councilwoman Hanchar seconded the motion.

Mayor Green called for discussion and there was none. A vote was taken and the motion passed 3-1, with Vice-Mayor Inskeep opposed.

3.c) Approval of the Tentative Tax Increment Financing District Budget FY2024-2025
Councilwoman Hanchar moved the Tentative FY2024-2025 Tax Increment Financing District Budget in the Amount of $1,017,982 be approved as presented. Councilman Lehmann seconded the motion. Mayor Green called for discussion.

Vice-Mayor Inskeep stated he will not be in favor of this because he is against the general fund budget and that budget impacts the TIFD budget.

Public comment.
There were no public comments.

A vote was taken and the motion passed 3-1, with Vice-Mayor Inskeep opposed.

4. Ordinance
4.a) Public Hearing – Final Reading of Ordinance #ORD2024-07, Alcoholic Beverages
Mayor Green Gaveled down and said, *"It is now 6:50 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2024-07 Alcoholic Beverages. Advertised in the Riverland News on August 30, 2024 and posted on the City Website on August 8, 2024."*

Mrs. Odom stated this is the final reading and public hearing amending the Ordinance to allow sale of liquor on Sundays. She provided an explanation of changes Attorney Hand made, which included some of the definitions.

Public Comment
There were no public comments.

Mayor Green gaveled down and said, *"It is now 6:53 p.m. and I close the public hearing held to discuss Ordinance #ORD2024-07 and reopen the September 11th City Council meeting."*

Councilman Lehmann moved Ordinance #ORD2024-07 be read by title only. Councilwoman Hanchar seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.
Mrs. Odom read the following into the record:

"ORDINANCE #ORD2024-07
AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING DEFINITIONS AND REGULATIONS PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2024-07 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

4.b) First Reading Ordinance #ORD2024-08, School Speed Zone

Public Comment

There were no public comments.

Councilwoman Hanchar moved Ordinance #ORD2024-08 be read by title only. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2024-08

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE CITY CODE BY VACATING AND DELETING 'CHAPTER 39 – TRAFFIC MANAGEMENT, TRAFFIC CALMING, PARKING AND PEDESTRIAN SAFETY' IN ITS ENTIRETY; CREATING 'CHAPTER 66, ARTICLE IV – SCHOOL SPEED ZONE ENFORCEMENT'; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM TO AUTHORIZE THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS; PROVIDING FOR DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR COLLECTION OF EVIDENCE, PUBLIC RECORDS, AND RETENTION REQUIREMENTS; PROVIDING FOR ANNUAL REPORTING REQUIREMENTS; PROVIDING FOR THE REMITTANCE OF COLLECTED FINES AND COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2024-08 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

4.c) First Reading Ordinance #ORD2024-09, CRA Plan Amendments

Public Comment

There were no public comments.

Vice-Mayor Inskeep moved Ordinance #ORD2024-09 be read by title only. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"ORDINANCE #ORD2024-09

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE DUNNELLON COMMUNITY REDEVELOPMENT PLAN; ADDRESSING FUTURE AMENDMENTS TO THE DUNNELLON COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE"

Councilwoman Hanchar moved Ordinance #ORD2024-09 be approved. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

5. Resolution

5a) Resolution #RES2024-24, Surplus Police Department Vehicle

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2024-24 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-24

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

Councilwoman Hanchar moved Resolution #RES2024-24 be approved. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 4-0.

5b) Resolution #RES2024-23, Road Rehabilitation Reserve

Public Comment

There were no public comments.

Councilwoman Hanchar moved Resolution #RES2024-23 be read by title only. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken and the motion passed 3-1, with Councilman Inskeep opposed.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-23

A RESOLUTION OF THE CITY OF DUNNELLON, DESIGNATING UNASSIGNED FUNDS DEPOSITED TO THE GENERAL FUND FROM THE FISCAL YEAR END SURPLUS IDENTIFIED IN THE ANNUAL FINANCIAL AUDIT REPORT; ESTABLISHING A GENERAL FUND RESERVE TITLED ROAD REHABILITATION RESERVE; PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Resolution #RES2024-23 be approved. Councilman Lehmann seconded the motion.

Vice-Mayor Inskeep asserted again his disapproval of these funds being placed in a road reserve and his reasons why.

A vote was taken and the motion passed 3-1, with Vice-Mayor Inskeep opposed.

6. Department Reports
Mr. Ward provided an update on The Granada and Palmetto Way road paving project. He stated the grading is 35% done and the swales are 90% done. He said they will start paving Palmetto Way and Magnolia Street tomorrow.

Mr. Ward shared with Council there was a Magistrate hearing yesterday with three new cases. He said the Magistrate ruled in our favor on all three. He advised two of them will become liens and the other the owner plans to file a demo permit to demolish the structure.

Mr. Ward stated they have a meeting scheduled with FDOT regarding their problems maintaining the medians.

Mayor Green asked Mr. Ward what the status is regarding Dunnellon Heights road grading. Mr. Ward replied the grading company is waiting for hurricane season to pass. He explained if they grade now, the rain will wash the road out again and then the citizens will have to wait six months with terrible roads before they will be graded again. Council stated they support the decision to wait.

Councilman Lehmann asked Mr. Ward to start working on the Christmas lights for this year. Mr. Ward replied he began working on this project a couple of months ago.

Councilwoman Hanchar asked if they found a vendor for the work needed on the marble for the mausoleum and commented she didn't know it was the City's responsibility to replace the stones. Mr. Ward replied it is the City's responsibility and they are still looking for a vendor. He added other area cities had used the same contractor when the mausoleum was originally built and they have recently had to replace their stonework as well. He said they are reviewing the possibility for a grant.

Mr. Brown stated Brenda D'Arville and Kathy Dunn's terms with the Planning Commission had expiredand both ladies have agreed to a reappointment. He said Mirladys Cardenas has agreed to accept the full member vacancy and Sam Martian has resigned.

Public comment
There were no public comments.

Councilwoman Hanchar moved to accept the appointments as Mr. Brown has stated. Councilman Lehmann seconded the motion. Mayor Green called for discussion and there was none. A vote was taken, and the motion passed 4-0.

Mr. Brown stated a developer with Armstrong Homes has purchased two large parcels on the east side of the City. He said the property is zoned for mixed use and the developer isn't interested in the commercial portion required for mixed use zoning. He explained the topic may come before Council for a zoning change. He added they are planning to build 656 residential homes and eda consultants are

assisting us with the process. Vice-Mayor Inskeep asked who is paying eda consultant's fee. Mr. Brown replied the City is paying the fee. Mrs. Odom added we will require the developer to file a formal application, after which eda consultant's billing will become pass through. She said they are currently just in discussions and staff will propose the builder come to a future workshop to make a presentation.

Attorney Brackins asserted it is inappropriate for Council to discuss their opinions about this project at this time. He advised the project needs to go before the Planning Commission first.

Councilman Lehmann suggested adding this topic to the workshop, because citizens are already complaining about water pressure and he wants to be sure FGUA can handle the additional usage. Vice-Mayor Inskeep explained how FGUA will manage the usage.

Mayor Green spoke about Dunnellon's history with water and grants, which were obtained in the past. He advised Council he has met with Will Fontain regarding our water issue and will work with him again in the future. He stated the best suggestion is to put a water treatment plant at the airport, because we don't have the capacity at the San Jose facility to take on the additional usage. He explained we need to think about our future infrastructure, water, sewer, police, and traffic because all these areas will be impacted with additional traffic and housing.

Councilman Lehmann spoke about the number of extra cars which will be coming with these new homes and asked to add this topic to the next workshop.

Attorney Brackins advised Council it is fine for the builder to come to a workshop, but it is not fine for the Council to share and discuss what they will or will not accept. He asserted Council must heed caution regarding what is said to them because you cannot appear bias. He added if their attorney reaches out to the City, then they need to be directed to Attorney Hand.

There was further discussion regarding what should be discussed during the Quasi-Judicial hearing.

Captain Bray provided the Police Department activity report based on feedback from Council. He stated they will start to provide this report electronically every month. He shared details about the current report which included detective workload and the Marine Unit activities.

Mayor Green asked Captain Bray if he has any information regarding the recent burglaries. Captain Bray replied his department is aggressively investigating them daily.

Councilman Lehmann asked if there are any procedures in place when large groups of undocumented people arrive in our City. Captain Bray replied there isn't a specific procedure in place. Chief Scaglione added this is just a stopping place for them to gather supplies and they do not stay here.

Mrs. Smith spoke about the road reserve and made suggestions regarding the amount they could comfortably deposit.

Vice-Mayor Inskeep asked if the money could be invested. Mrs. Smith replied yes, just like all our reserves it will be invested. Vice-Mayor Inskeep asked if the money should come from an uninvested reserve or an invested reserve. Mrs. Smith replied everything is invested except the operating fund.

There was further discussion regarding a two- year plan, a five-year plan, the 1 cent sales tax, options for where they want to move funds, protecting the reserve, the history of reserves being used for unintended projects, and the police building reserve.

Councilman Lehmann moved to set up the road reserve with $100,000. Councilwoman Hanchar seconded the motion.

Public Comment
There were no public comments.

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

Mrs. McLean spoke about the reserve encumbrances schedule she passed out prior to the meeting, stating it is a rough draft. She said she encourages Council's input. She explained the estimated encumbrances were pulled from the current budget and it will be updated in FY2024-2025.

Mrs. Odom stated in 2022 Council passed ORD2022-06, Purchase of Goods Charter Referendum, which was supposed to go on the ballot that year. She said the Supervisor of Elections failed to get it on the ballot in 2022, so it will be added to this year's ballot. She explained what the charter changes were and advised them they may receive questions about it.
Mrs. Odom stated she received a letter addressed to Mayor Green from Michelle Stone regarding Blue Run Park and wanted to be sure everyone received a copy in the email she sent earlier. She advised there will be multiple agreements and coordination efforts which will occur as this moves forward.

Mrs. Odom stated the gas tax revenue has been adjusted because of a formula change last year and we will begin receiving less funds.

7. Council Liaison Reports and Comments
Vice-Mayor Inskeep stated there is a person in Dunnellon Heights who built a house and violated the Owner/Builder permit terms and conditions. He explained the Owner/Builder permit prohibits the builder from either leasing or selling completed property for the first year, but can solely be used for the builder's own occupancy. He said this person was fully aware of the regulation but chose to rent the property anyway. He added the fine is up to $5,000. He asserted he would like to put a stop to this illegal activity by sending a letter to the Department of Business and Professional Regulations (DBPR) asking them to prosecute this person to the fullest extent of the law.

Mrs. Odom stated the owner called staff and asked what he could do at this point to avoid legal ramifications and comply with the permit. She said he was advised there is nothing the City can do at this point and the matter is in the State's hands. She said she believes the property has been rented out

for the last five to six months and the owner has informed us he is requiring the tenant to move out. She explained Community Development reported the violation to the State some time ago and the State is now investigating the complaint. She clarified Vice-Mayor Inskeep is asking permission to allow staff to send a letter to make Council's position known.

Attorney Brackins stated DBPR has prosecuting authority. He said we can encourage them to do their job, but Council may wish to speak with Attorney Hand about after-the-fact permitting. He advised he believes it is fine for Council to send a letter to the DBPR, but he would like Attorney Hand to review the document prior to sending. Council agreed with this course of action and directed Mrs. Odom to draft a letter for Attorney Hand's review.

Councilwoman Hanchar announced she will be going to the September 18th TPO Future Planning meeting and suggested staff post a Sunshine notice if Vice-Mayor Inskeep planned to attend as well.

8. City Attorney Report
There were no City Attorney comments.

Adjourn
At 8:16 p.m. Councilwoman Hanchar moved the City Council meeting be adjourned. Councilman Lehmann seconded the motion. A vote was taken and the motion passed 4-0.

_____
Penned signature of:
Walter L. Green, Mayor

Attest:

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

Proclamation #PRO2025-01

Water Conservation Month
City of Dunnellon
Marion County, Florida

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the City of Dunnellon are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Dunnellon and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Dunnellon has always encouraged and supported water conservation, through its partnership with the Southwest Florida Water Management District; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it proclaimed the City Council of the City of Dunnellon, Florida, does hereby proclaim the month of April as:

Water Conservation Month

The City of Dunnellon, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to conserve water.

DUNNELLON CITY COUNCIL

_____
Walter L. Green, Mayor

_____
Tim Inskeep, Vice-Mayor

_____
Wallace Dunn II, Councilman

ATTEST:

_____
Valerie Hanchar, Councilwoman

_____
Amanda L. Odom, C.M.C.
City Clerk

_____
Rex Lehmann, Councilman

AGREEMENT #AGR2025-09 FOR LAW ENFORCEMENT SERVICES

This Agreement for Law Enforcement Services is made and entered into by and between WILLIAM "BILLY" WOODS, as SHERIFF OF MARION COUNTY, Florida (hereinafter "Sheriff"), the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, Florida, (hereinafter "County"), and the CITY OF DUNNELLON (hereinafter "Dunnellon").

WHEREAS, Florida Statutes §125.0101, §166.021, and §163.01 provide that a county and municipality may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, Dunnellon is a municipality within the boundaries of Marion County, Florida; and

WHEREAS, Dunnellon desires high level competent, full-time law enforcement services in harmony with its fiscal policies of sound economic management; and

WHEREAS, Dunnellon requests that the Sheriff furnish said law enforcement services within Dunnellon and duly perform all necessary and appropriate functions, actions, and responsibilities of a law enforcement agency for Dunnellon; and

WHEREAS, the Sheriff is able to provide such services to Dunnellon; and

WHEREAS, the Chief of Police has agreed to delegate to the Lieutenant assigned to the Sheriff's Dunnellon District Office with the powers currently conferred under Sections 23 and 24 of the City Charter; and

WHEREAS, the Dunnellon City Council has determined that entering into this Agreement is the most efficient way to fulfill its desire to provide high quality law enforcement services in a responsible and economically sound manner; and

WHEREAS, the Dunnellon City Council has determined that entering into this Agreement is in the best interests of the health, safety, and welfare of the citizens of the City of Dunnellon and general public; and

WHEREAS, this Agreement between Dunnellon and the Sheriff requires the concurrence of the Board of County Commissioners of Marion County, and the County approves and supports the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the parties agree as follows:

1. RECITALS. The recitals included above form a substantive and integral part of this Agreement and are incorporated herein.

2. LEGAL AUTHORITY. The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of law enforcement services and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of the parties pursuant to the provisions of Florida Statute §163.01(14). This Agreement at all times shall be construed consistent with such constitutional and statutory limitations. The duties and responsibilities set forth in this Agreement shall be interpreted and administered in such a manner that it will not constitute a transfer, merger, or consolidation, as those terms are used in the Constitution of the State of Florida or in any statute of the State of Florida. Dunnellon's determination to provide law enforcement services under this Agreement is an exercise of legislative planning functions and at no time shall Dunnellon exercise any specific control over the activities of the Sheriff, or shall Dunnellon perform or undertake any acts that are over and above a planning level function with regard to the administration of law enforcement within the service area during the term of this agreement.

3. SHERIFF'S SERVICE AREA. There is created a Sheriff's service area encompassing the entire incorporated area of the City of Dunnellon, Marion County, Florida.

4. SERVICES RENDERED AND LAWS ENFORCED. The Sheriff shall provide, in the area to be serviced, twenty-four-hour comprehensive law enforcement services. These services shall be consistent with the law enforcement services normally provided by the Sheriff within the unincorporated areas of Marion County, Florida, including the enforcement of all State laws, County ordinances applicable within Dunnellon, and Dunnellon municipal ordinances as provided in Section 38-102 of Dunnellon's Ordinances as well as those ordinances customarily enforced by Dunnelon law enforcement. The Sheriff will provide additional support through traffic enforcement and accident investigation, prisoner and jail services, forensic examination, records maintenance, and other support services as required.

5. STAFFING STRUCTURE. The Sheriff shall assign a basic level of staffing to Dunnellon based on the calls for service and workload within Dunnellon. For the first term of this Agreement, the basic staffing level shall be six (6) dedicated full-time patrol deputies. The deputies will be divided into two companies, identified as "A Company" and "B Company," which work on separate days. Each Company will have a First Platoon (6:00 AM – 6:00 PM shift), Second Platoon (12:00 PM – 12:00 AM shift) and Third Platoon (6:00 PM – 6:00 AM shift). Notwithstanding the foregoing, the parties acknowledge that from time-to-time emergencies may require the transfer of personnel to or from the municipal limits of Dunnellon on a temporary basis.

6. CHIEF OF POLICE. Dunnellon agrees that the City's Chief of Police will be a sworn law enforcement officer who will also serve as a community resource officer and liaison between Dunnellon and the Sheriff. Dunnellon further agrees to vest the Lieutenant assigned to the Sheriff's Dunnellon District Office with the powers currently conferred under Sections 23 and 24 of the City Charter.[1]

7. SHERIFF'S EMPLOYEES AND STAFFING. Dunnellon acknowledges that all deputy sheriffs are employees of the Sheriff and personnel decisions regarding all deputies remain at the discretion of the Sheriff. Employees assigned to the Sheriff's service area shall be and remain Sheriff's employees, and they shall not be considered employees of Dunnellon for any purpose. Accordingly, Sheriff shall be responsible for setting employment standards (i.e., hiring, discipline, training, dismissal) for employees assigned to the Sheriff's service area, consistent with his agency standards. The assignment and schedule of any deputy sheriff assigned to the Sheriff's service area or to the geographical area encompassing the Sheriff's service area shall be determined at the sole discretion of the Sheriff. Likewise, the transfer of any deputy sheriff from the Sheriff's service area or the geographical area encompassing the Sheriff's service area shall be determined at the sole discretion of the Sheriff. It is understood and agreed that Dunnellon has no authority under this agreement concerning said assignment, transfer, and scheduling of deputies. Notwithstanding the foregoing, the parties recognize that consistent staff assignments foster positive relationships and trust between citizens and law enforcement. Accordingly, the Sheriff agrees that transfers, assignment changes, and scheduling changes within the service area will be made sparingly.

8. FACILITIES AND EQUIPMENT. The Sheriff's District Office located at 19995 S.W. 86th Street, Unit 3, Dunnellon, Florida 34433, shall be the District Office responsible for fulfilling law enforcement duties within this service area. The Sheriff shall furnish and maintain all necessary equipment, uniforms, vehicles, and related supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder. Upon termination of this Agreement, all such equipment, supplies, and vehicles furnished by the Sheriff shall remain the property of the Sheriff.

[1] "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." Dunnellon, FL, City Charter §23. "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." Dunnellon, FL, City Charter §24.

9. MUNICIPAL POLICE POWERS. By adoption of an appropriate resolution, Dunnellon shall vest within the Sheriff and within his deputy sheriffs, to the extent allowed by applicable law, Dunnellon Police powers to perform the law enforcement services described herein during the contract period. This agreement is not intended to abolish the Dunnellon Police Department and Dunnellon retains ultimate control over the provision of law enforcement services by retaining the authority to terminate this agreement for convenience or without cause as provided in Section18.

10. INTERAGENCY COORDINATION. The Sheriff, or his designee, shall to the extent feasible, coordinate law enforcement functions, including special event functions, individual complaints and unanticipated events requirements requiring law enforcement involvement with Dunnellon. The Sheriff or the Sheriff's designee will attend regular City Council meetings and staff meetings when requested consistent with Dunnellon's control over the provision of law enforcement services provided pursuant to this agreement.

11. FLORIDA CONTRABAND FORFEITURE ACT. The Sheriff shall be responsible for determining whether to initiate asset forfeiture proceedings for property seized by his deputies assigned to the Sheriff's service area. Any forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within Dunnellon by Sheriff's deputies shall be initiated and managed by the Sheriff, who shall have sole discretion to determine legal strategy and litigation resolution. Any property seized for forfeiture by deputies in the Sheriff's service area and subsequently ordered by the Circuit Court to be forfeited shall be forfeited to the ownership, use, and benefit of the Sheriff for his use or disposal pursuant to the terms of the Florida Contraband Forfeiture Act. The distribution of forfeited assets between the Sheriff and any other law enforcement agency or task force assisting with the forfeiture shall be determined according to the Agreements between the Sheriff and the respective agencies or task forces. Any costs incurred in the seizure, forfeiture, or sale of property seized within Dunnellon shall not be paid by Dunnellon or reimbursed to the Sheriff by Dunnellon.

12. OTHER FINES AND FORFEITURES. In addition to funds and property due to the Sheriff pursuant to Section 11 of this Agreement, law enforcement education funds pursuant to Florida Statute §943.25 and fines collected for crime prevention on court cases for crimes within Dunnellon, paid by the Clerk of Court directly to Dunnellon, shall be timely transferred and paid by Dunnellon to the County for deposit into an appropriate and applicable fund. The County will then, upon request, make these funds available to the Sheriff for expenditure and use consistent with statutory requirements and this Agreement. These monies are separate from, and in addition to, the consideration owed by Dunnellon under this Agreement. Dunnellon shall remain entitled to all other law enforcement-related fines and funds to the extent permissible by law. Such fines include but are not limited to

those which Dunnellon would ordinarily be entitled pursuant to Florida Statute §316.660 and fines and funds attributable to Dunnellon's school zone camera program.

13. COUNTY JOINDER. The County concurs with this Agreement and with the terms and provisions hereof and supports the plan set out herein. The County agrees to amend the Sheriff's budget, after payments of the referenced amounts in this Agreement by Dunnellon, to provide the funds necessary to accomplish the purposes of this Agreement. The County acknowledges its responsibility to collect and distribute funds as outlined in this Agreement. The County acknowledges that the funds collected by the County pursuant to this Agreement shall be for the exclusive use of the Sheriff in providing law enforcement services to Dunnellon. The parties agree that the County plays no role in Dunnellon's policies related to this Agreement, and no role in the Sheriff's operational decisions or management of Sheriff's personnel involved in providing law enforcement services under this Agreement.

14. RECORDS TO BE MAINTAINED. The Sheriff shall maintain a monthly report of activity in the service area. Such reports will include, but are not necessarily limited to the number of crimes investigated, number of calls for service, number of arrests made, number of crimes cleared, or other categories agreed upon by the Sheriff and Dunnellon. Monthly reports shall be regularly provided to Dunnellon on a monthly basis so that Dunnellon may review the Sheriff's performance under this agreement.

15. TERM OF AGREEMENT. The first term of this Agreement shall commence upon signature of all parties (i.e., beginning on the date the last signature is affixed) and continue through September 30, 2025. This Agreement shall thereafter renew, automatically, for successive single-year terms running from October 1 through September 30 of each year, unless and until such time as the agreement is terminated by either party, as set forth below.

16. CONSIDERATION – FIRST TERM. For the first term of this Agreement, Dunnellon shall pay to the County $64,043 per month ($10,673.83/deputy x 6 deputies; what would be $768,516/year prorated from the implementation date of this agreement in 2025 through September 30, 2025), which shall be delivered to the County on or before the first business day of each month. Dunnellon and the Sheriff acknowledge that the County is not obligated to pay the Sheriff any money due under this Agreement in the event Dunnellon fails or refuses to make any payment to the County pursuant to this agreement. The parties agree that all services provided by the Sheriff under the terms of this Agreement are completely paid for by the consideration paid by Dunnellon under the terms of this Agreement and are completely separate, and in addition to, any taxes or other revenues paid by or received on behalf of the citizens of Dunnellon to the County.

17. CONSIDERATION – SECOND AND SUBSEQUENT TERMS. Upon automatic renewal of this Agreement, the amount of consideration in exchange for services shall be adjusted for any net increase in the annual purchasing power of the dollar as reflected in the Consumer Price Index for all urban consumers (CPI-U), all items, as published by the United States Department of Labor, Bureau of Labor Statistics. Such adjustments shall be made by increasing the amount per deputy for the previous term. Adjustments shall not exceed the net increase outlined in the CPI-U, regardless of any increase to deputy salary.

18. TERMINATION OF AGREEMENT. This agreement may be terminated should there be a material breach of the Agreement and said breach is not corrected within forty-five days after written notice of the breach was delivered to the other parties. This agreement may also be terminated for convenience or without cause, provided that notice of such termination shall be delivered in writing to the other parties no less than six months prior to the requested termination date. The Sheriff, City, and County agree that, with the mutual consent of all parties, this six-month notice requirement may be waived and the Agreement terminated at any time. All notices of breach or termination shall be delivered in writing in accordance with the Notice provision of this Agreement.

19. LIMITATIONS. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this Agreement the right, benefit, or privilege to rely on or demand performance of any provision of this Agreement.

20. SHERIFF'S INSURANCE. The Sheriff is a self-insured entity pursuant to Florida Statute §768.28(16), and will continuously maintain general liability and automobile liability self-insurance funds necessary to cover general and automobile liability throughout the term of this Agreement. The Sheriff will also maintain sufficient professional and workers' compensation insurance. The parties agree that should any employee of the Sheriff become injured at any time while performing duties under this agreement, said employee will be covered by the Sheriff's worker's compensation carrier. The Sheriff further agrees to provide Dunnellon with Certificates of Insurance evidencing the coverage outlined herein upon request. The costs of all policies of insurance required for the Sheriff hereunder shall be the obligation of the Sheriff, and Dunnellon shall in no way be responsible therefor.

21. DUNNELLON'S INSURANCE. Dunnellon shall, at its sole cost and expense, maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by Dunnellon to adequately insure Dunnellon's liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity. The parties agree that should any Dunnellon employee become injured at any time while performing duties under this agreement, said

employee will be covered by Dunnellon's worker's compensation carrier. The costs of all policies of insurance required for Dunnellon hereunder shall be the obligation of Dunnellon, and the Sheriff shall in no way be responsible therefor.

22. INDEMNIFICATION AND HOLD HARMLESS. Dunnellon and the Sheriff agree to be fully responsible for acts and omissions of their own agents or employees, the defense thereof to any lawsuit, and for any judgment or settlement, to the extent permitted by law.
    a. Dunnellon will indemnify and hold harmless, pay or reimburse the cost of defense, including reasonable attorney's fees for counsel of the Sheriff's choosing, and save the Sheriff, his officers, appointees, agents, and employees, from any claim, action, lawsuit, loss, damage, cost, charge, judgment, liability, or expense of any kind whatsoever, arising out of any action, neglect, omission, or failure to act by Dunnellon and/or its employees, except that Dunnellon shall not be liable for any injury or damage caused by or resulting from the negligence or intentional act of the Sheriff, his deputies, appointees, agents, or employees. This indemnification shall be subject to the provisions of §768.28(5), Florida Statutes, including the limitations set forth therein, and shall apply whether the underlying action sounds in contract or tort.
    b. Sheriff will indemnify and hold harmless, pay or reimburse the cost of defense, including reasonable attorney's fees for counsel of Dunnellon's choosing, and save Dunnellon, its officers, appointees, agents, and employees, from any claim, action, lawsuit, loss, damage, cost, charge, judgment, liability, or expense of any kind whatsoever, arising out of any action, neglect, omission, or failure to act by Sheriff and/or Sheriff's employees, except that Sheriff shall not be liable for any injury or damage caused by or resulting from the negligence or intentional act of Dunnellon, its officers, appointees, agents, or employees. This indemnification shall be subject to the provisions of §768.28(5), Florida Statutes, including the limitations set forth therein, and shall apply whether the underlying action sounds in contract or tort.
    c. For purposes of this section, Dunnellon's employees shall not be deemed agents or servants of the Sheriff, nor shall the Sheriff's employees be deemed agents or servants of Dunnellon.
    d. Dunnellon agrees, to the extent provided by Florida law, to indemnify any judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of ordinances enacted by Dunnellon and enforced by the Sheriff or from acts or omissions attributable to Dunnellon that occurred prior to the commencement of the term for the provision of law enforcement services as expressed herein. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Dunnellon or its employees to the extent provided by Florida law. Dunnellon shall have the duty to continue to defend actions, including workers' compensation,

currently being threatened or litigated and shall be solely responsible for any liabilities arising from any law enforcement actions taken by its officers, including those which were taken prior to the commencement of the term for the provision of law enforcement services as expressed herein.

23. SOVEREIGN IMMUNITY. All parties to this agreement are state agencies or political subdivisions as defined in Florida Statute §768.28 and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein shall operate as a waiver of the parties' sovereign immunity pursuant to the Florida Constitution, or of any rights or limits of liability existing under Florida Statute §768.28. This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

24. APPLICABLE LAW/JURISDICTION/VENUE. This agreement is being executed in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be in the state courts of Marion County, Florida, except that claims subject to exclusive federal jurisdiction shall be brought in the Middle District of Florida, Ocala Division.

25. ATTORNEY'S FEES. In the event of any litigation arising out of this Agreement, each party shall be responsible for its own costs and attorney's fees.

26. MODIFICATION OF AGREEMENT. This Agreement may be modified only by written addendum to this contract, executed by all parties.

27. NOTICE. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this agreement shall be in writing and may be sent by e-mail, certified mail with return receipt requested, or by personal delivery with a signed proof of delivery. For purposes of notice, the representatives of each party are as follows:

Sheriff: William "Billy" Woods, Sheriff of Marion County
Physical address: 692 Northwest 30th Avenue, Ocala, FL 34475
Mail address: P.O. Box 1987, Ocala, FL 34478
E-mail: Sheriff.Woods@marionso.com

With a copy to:

Sheriff's Legal Division
Mail address: P.O. Box 1987, Ocala, FL 34478
E-mail: Legal@marionso.com

Dunnellon: Walter L. Green, Mayor
Address: Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431
E-mail: WGreen@dunnellon.org
CC: MOdom@dunnellon.org

With a copy to:

City Attorney
Address: 2300 Maitland Cntr Pkwy, Suite 100, Maitland, FL 32751

County: Marion County Administration
Address: 601 SE 25th Avenue, Ocala, FL 34471

With a copy to:

County Attorney
Address: 601 SE 25th Avenue, Ocala, FL 34471

28. PUBLIC RECORDS. As required by Florida Statute §119.0701: **IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHERIFF: MARION COUNTY SHERIFF'S LEGAL DIVISION
692 NORTHWEST 30TH AVENUE
OCALA, FLORIDA 34475
352-369-6758
LEGAL@MARIONSO.COM

COUNTY: PUBLIC RELATIONS
601 SE 25TH AVENUE
OCALA, FLORIDA 34471
352-438-2300
PUBLICRELATIONS@MARIONCOUNTYFL.ORG

DUNNELLON: CITY CLERK
CITY OF DUNNELLON CITY HALL
20750 RIVER DRIVE
DUNNELLON, FLORIDA 34431
352-465-8500
MODOM@DUNNELLON.ORG

Each party will comply with the requirements of Florida Public Records law, including the requirement to:

a. Keep and maintain public records required by the other parties to perform the service.
b. Upon request from the other parties or their custodian of records, provide the party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law;
c. 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 you do not transfer the records to the other parties;
d. Upon completion of the contract, transfer, at no cost, to the other parties all public records in the party's possession or keep and maintain public records required by the other party to perform the service. If one party transfers all public records to the other party upon completion of the contract, that party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If one party keeps and maintains public records upon completion of the contract, that party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other parties, upon request from the other parties, in a format that is compatible with the information technology systems of the other parties.

29. E-VERIFY. As required by §448.095(1), the parties agree:

a. To utilize the E-Verify system to verify work authorization status of all newly hired employees; to provide sufficient evidence of registration with the E-Verify system before commencement of performance under this Agreement; that this Agreement may be immediately terminated for a breach of this subparagraph;
b. This Agreement shall be terminated if a party has a good faith belief that any other party is in violation of Florida Statute §448.09(1);
c. A party shall terminate any agreement with any subcontractor if the party has a good faith belief that the subcontractor is in violation of Florida Statute §448.09(1); that this Agreement may be immediately terminated for a breach of this subparagraph;
d. A party shall notify and order another party to immediately terminate a contract with a subcontractor if there exists a good faith belief that the subcontractor knowingly violated this Section but the party has otherwise complied with this Section; that this Agreement may be immediately terminated for a breach of this subparagraph;

e. A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such;
f. The party in violation of this Section, suspected to be in violation of this Section, or contracting with a subcontractor in violation of this Section shall be liable for any and all additional costs incurred by the other parties as a result of a termination for this Section.

30. SCRUTINIZED COMPANIES. The parties certify that, pursuant to Florida Statute §287.135, they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations with Syria. The parties further agree and understand that, in the event that a party is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, any other party may immediately terminate this Agreement without any liability, notwithstanding any other provision in this Agreement to the contrary.

31. JOINTLY DRAFTED. This Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party.

32. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

33. ELECTRONIC SIGNATURES AND COUNTERPARTS. Electronic signatures or scanned images of signatures to this agreement shall be treated as original signatures in all respects. This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

Remainder of page intentionally left blank
Signatures on following page

CITY OF DUNNELLON
By: Walter Green, Mayor

_____ _____
Signature Date

ATTEST:
Mandy Odom, City Clerk

APPROVED AS TO FORM:
Andrew Hand, City Attorney

_____ _____

SHERIFF OF MARION COUNTY
By: William "Billy" Woods, Sheriff

_____ _____
Signature Date

ATTEST:

APPROVED AS TO FORM:
Marissa Duquette, General Counsel

_____ _____

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA
By: Kathy Bryant, Chairperson

_____ _____
Signature Date

ATTEST:

APPROVED AS TO FORM:
Matthew Minter, County Attorney

_____ _____

RESOLUTION #RES2025-09

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA PROVIDING FOR THE EXTENSION OF THE ENFORCEMENT OF THE REGISTRATION REQUIREMENTS SET FORTH WITHIN ORDINANCE #ORD2022-05 TO MAY 1, 2025; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on September 27, 2023, the City of Dunnellon City Council adopted Ordinance #ORD2022-05, establishing Chapter 18, Article VIII, entitled "Vacation Rentals" within the City's Code of Ordinances (the "Ordinance"); and

WHEREAS, the effective date of the Ordinance is April 1, 2024; and

WHEREAS, City Council previously extended the date for enforcement of the Ordinance to January 1, 2025, via resolution and now desires to extend the date for the enforcement of the Ordinance to May 1, 2025; and

WHEREAS, the City Council finds this extension consistent with the intent of the Ordinance, that it serves a municipal and public purpose, and insures appropriate due process and notice to all affected property owners.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Legislative Findings. The Whereas clauses above are adopted as legislative findings of the City Council.

SECTION 2. The City Council hereby directs City Staff to extend the start date for enforcement of ORDINANCE #ORD2022-05 to May 1, 2025.

SECTION 3. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Resolution.

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

SECTION 5. This Resolution shall take effect immediately upon its approval.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Council of the City of Dunnellon on the 16th day of April 2025.

CITY OF DUNNELLON, FLORIDA

_____
Walter L. Green, Mayor

ATTEST:

_____
Amanda Odom, CMC, City Clerk

First Draft 04/07/2025 City Council Workshop

City of Dunnellon

Agenda Summary Form

Meeting Date: April 7, 2025

1. Responsible Department: Finance
2. Presenter: Schonna McLean, Finance Officer
3. Recommended Action: Approve Resolution #RES2025-11, Budget Amendment

Subject: Resolution #RES2025-11, Budget Amendment

Request for Approval Summary Explanation & Background:

The City operates a Municipal Separate Storm Sewer (MS4) system in accordance with Chapter 62-624, F.A.C., which mandates the City must renew its permit with the Florida Department of Environmental Protection every five years. Staff recently learned of this expense, which is why it was not funded in the Fiscal Year 2024-2025 Budget. We now have a control in place which will prevent this from happening again in the future.

The subject resolution proposes moving $5,625 from 001-000-100-10116; General Fund Unrestricted to 001-541-540-30490-DEPSW; Other Charges for the mandatory FDEP Permit Renewal expense.

Procurement Method: N/A

Fiscal Information: The balance in General Fund Unrestricted is currently $1,752,000.

Attorney Review: Yes

RESOLUTION #RES2025-11

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA AMENDING THE FISCAL YEAR 2024-25 BUDGET TO TRANSFER $5,625 FROM GENERAL FUND UNRESTRICTED TO FUND THE PERMIT FEE FOR THE NPDES GENERIC PERMIT FOR DISCHARGE OF STORMWATER FROM PHASE II MUNICIPAL SEPARATE STORM SEWER (MS4) SYSTEM.

WHEREAS, The City operates a Municipal Separate Storm Sewer (MS4) system in accordance with Chapter 62-624, F.A.C. which requires that the City renew its permit with the Florida Department of Environmental Protection every five years; and

WHEREAS, the expense for the permit renewal was not funded in the City's Fiscal Year 2024-25 Budget; and

WHEREAS, the City Council has determined it to be in the best interests of the City to amend the City's Fiscal Year 2024-25 budget in order to fund the expense.

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

SECTION 1. The "WHEREAS" clause above is hereby incorporated herein as a legislative finding.

SECTION 2. The City Council of the City of Dunnellon, Florida hereby amends the Fiscal Year 2024-25 budget to transfer $5,625 from the General Fund Unrestricted to fund the required permit renewal fee.

SECTION 3. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Resolution.

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

SECTION 5. This Resolution shall take effect immediately upon its approval.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Council of the City of Dunnellon on the 16th day of April 2025.

CITY OF DUNNELLON, FLORIDA

_____
WALTER L. GREEN, MAYOR

ATTEST:

_____
AMANDA ODOM, CMC
CITY CLERK

Approved as to form:

_____
Andrew Hand, City Attorney

First Draft 04/07/25 City Council Workshop

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. 2025-03

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, RELATING TO STORMWATER RUNOFF, SEDIMENTATION AND EROSION CONTROL, CONSTRUCTION WASTE CONTROL, AND ILLICIT STORMWATER CONNECTIONS AND DISCHARGES; AMENDING CODE OF ORDINANCES, SUBPART B, LAND DEVELOPMENT REGULATIONS, CHAPTER 98, SUBDIVISION AND LAND DEVELOPMENT CRITERIA; ARTICLE IV. DESIGN GUIDELINES; PROVIDING FOR CONFLICTS; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

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

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

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

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

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

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

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

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

This ordinance updates City MS4 requirements per FDEP requirements in the best interests of the health, safety, and welfare of the citizens of Dunnellon and the general public.

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

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

It is not anticipated that businesses will incur compliance costs.

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

The ordinance does not introduce any new charges or fees.

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

No additional regulatory costs anticipated.

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

All businesses must comply with MS4 requirements.

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

N/A.

ORDINANCE #ORD2025-03

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, RELATING TO STORMWATER RUNOFF, SEDIMENTATION AND EROSION CONTROL, CONSTRUCTION WASTE CONTROL, AND ILLICIT STORMWATER CONNECTIONS AND DISCHARGES; AMENDING CODE OF ORDINANCES, SUBPART B, LAND DEVELOPMENT REGULATIONS, CHAPTER 98, SUBDIVISION AND LAND DEVELOPMENT CRITERIA; ARTICLE IV. DESIGN GUIDELINES; PROVIDING FOR CONFLICTS; CODIFICATION; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection conducted a NPDES Stormwater Phase II Municipal Separate Storm Sewer Systems (MS4) audit in August 2024; and

WHEREAS, as a result of the audit, FDEP has requested the City update its MS4 ordinance and the City has coordinated with FDEP to update this ordinance; and

WHEREAS, the City Council of the City of Dunnellon finds this ordinance to be in the best interest of the health, safety, and welfare of the citizens of Dunnellon and the general public.

LEGISLATIVE UNDERSCORING: Underlined words constitute additions to the City of Dunnellon Land Development Regulations, ~~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 THAT:

SECTION 1. The provisions set forth in the recitals of this Ordinance (whereas clauses) are hereby adopted by the City Council as the legislative findings and intent pertaining to this Ordinance.

SECTION 2. The City of Dunnellon, FL Code of Ordinances, Subpart B, "Land Development Regulations," Chapter 98, "Subdivisions and Land Development Criteria," is hereby amended as follows:

ARTICLE IV. – DESIGN STANDARDS

DIVISION 3. – STORMWATER SYSTEM ILLICIT DISCHARGE AND CONNECTION

Sec. 98-166. Title of division, applicability, and interpretation.

This division shall be known as the "stormwater system illicit discharge and connection ordinance." The provisions of this division shall set prohibitions and restrictions to prevent illicit and illegal discharges from entering or being disposed into or illicit connection to, the city's stormwater collection system or waterways of the state. This division shall be liberally construed to effect the purposes set forth in this division.

Sec. 98-167. Purpose and intent.

(a) The purpose of this division is to provide for the health, safety and general welfare of the citizens of the city through the regulation of non-stormwater discharges into the storm drainage system and waterways of the state to the maximum extent practicable as required by federal and state law.

(b) The United States Environmental Protection Agency, pursuant to 40 C.F.R. § 122.26, Code of Federal Regulations, has mandated, through the issuance of a National Discharge Elimination System ("NPDES") permit, that the city oversee discharges to the city stormwater system, to waters of the State of Florida, and to waters of the United States.

(c) This division establishes methods for controlling the introduction of pollutants into the city's MS4 in order to comply with the requirements of the federal NPDES permit process. The objectives of this division are to:

(1) Regulate the contribution of pollutants to the city's MS4 stormwater discharge by any user;

(2) Prohibit illicit connection and discharges to the city's MS4; and

(3) Establish legal authority to carry out inspection, surveillance, monitoring, and enforcement procedures to ensure compliance with this division.

Sec. 98-168. Definitions.

For purposes of this division, the following shall mean:

Authorized enforcement agent. The ~~stormwater supervisor or his/her designee~~ city is authorized to enforce the provisions of this division. ~~In the event the stormwater supervisor is not able to act in this capacity or delegate a designee, the city administrator would serve as enforcement agent~~.

Best management practices (BMPs). The schedule of activities, prohibition of practices, general good housekeeping practices, pollution prevention and education practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site run-off, spillage or leaks, sludge or water disposal, or drainage from raw material storage.

Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Clearing. Any activity which results in exposure to wind or rain, through removal of the vegetative surface cover, or removal of pavement or other structures from any construction site.

Construction activity. Any activity subject to NPDES construction permits including construction project activities resulting in land disturbance of one acre or more or projects of less than one acre which are part of a common plan of development ~~affecting more than one acre~~. Such activities include, but are not limited to, clearing and grubbing, demolition, grading, excavating, utility installation, building erection, paving and landscaping.

Erosion control. BMPs or other similar measures that prevent erosion of exposed soils, sediments, or other exposed materials that may be subject to erosion.

Erosion and runoff control plan. A plan or set of plans prepared by or under the direction of a licensed professional engineer that indicate the specific measures and sequencing to be used to control sediment and erosion on a development site before, during and after construction.

Florida Department of Environmental Protection (FDEP). The agency of the state approved by the federal Environmental Protection Agency (EPA) to regulate the NPDES and MS4 programs within the state.

Grading. The excavation or filling of material, or relocation of soil, resulting in a change in site topography.

General permit. The permit issued by the FDEP in its role granted by the federal EPA as administrator of the state's NPDES program which permits the discharge of runoff from construction activities into a local MS4 system.

Hazardous materials. Any material, including any substance, waste, or combination thereof, which because of its quality, concentration, physical, chemical, or infection characteristics may cause, or significantly contribute to, a present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit or illegal discharge. Any direct or indirect non-stormwater discharge into any part of the stormwater drainage system or state waters located within the city limits, except as exempted in section 97-174 of this division. Illegal discharges are discharges including, but not limited to, municipal sewage, process wastewater, wash water, and discharges from indoor drains and sinks, regardless of whether said drain or connection has been previously allowed, permitted, or approved by the city, as well as any pollutants and hazardous materials or other substances regulated by the EPA or FDEP.

Illicit or illegal connection. Those connections involving either:

(1) Any drain or conveyance, whether on the surface or subsurface, that conveys an illegal discharge into the storm drainage system; or

(2) Any drain or conveyance connected to the storm drainage system or waters of the state whose source has not been thoroughly investigated or documented on plans, maps, or equivalent records and approved in writing by the city.

Municipal separate storm sewer system (MS4). The entire storm drainage system located within the city limits that is both publicly owned and has been designed and is used specifically for collection and conveyance of stormwater, as hereinafter defined.

National Pollutant Discharge Elimination System (NPDES) stormwater permit. A permit issued by the FDEP under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the state, whether the permit is applicable on an individual group, or general area-wide basis.

Non-stormwater discharge. Any discharge to the storm drain system that is not entirely composed of stormwater.

Notice of intent. The form required to be submitted to the local government and the FDEP prior to getting permission for stormwater discharge under the state's general permit.

Perimeter control. A barrier that prevents sediment or other materials from leaving a construction site or entering any water of the state or MS4, whether by filtering sediment-laden runoff, or by diverting it to a sediment trap or basin.

Person. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or the owner's agent.

Phasing. Clearing a parcel of land, or construction upon a parcel of land, in distinct phases, with the stabilization of each phase before the clearing of the next.

Pollutant. Anything which causes or contributes to pollution. Pollutants include, but are not limited to, those substances, materials, and wastes listed in the Code of Ordinances § 70-243(c)(1)—(10).

Premises. Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including all infrastructure improvements on the site.

Project manager. The person with the primary construction company as identified on the building permit who has the ultimate administrative control of construction of the project.

Sediment control. Measures that are intended to prevent eroded sediments or other eroded material from leaving the site.

~~*St. Johns River*~~ *Southwest Florida Water Management District (~~SJRWMD~~SWFWMD).* An environmental regulatory agency of the state, which regulates environmental issues related to water in the City of Dunnellon.~~18 counties in northeast and east central Florida.~~

Stabilization. The seeding or sodding of exposed land, or the use of any other practices that prevent exposed soil from eroding.

Storm drainage system. The entire infrastructure within the city limits comprised of many components, both publicly and privately owned, by which stormwater is collected and conveyed through the city, including, but not limited to, city, county, state and private street and road drainage systems comprised of gutters, curbs, inlets and storm pipes; storm pumping facilities; drainage retention and detention areas/basins, both publicly and privately owned; natural and human-made or altered drainage swales, ditches, channels, and reservoirs; and all other stormwater-related storm drainage facilities within the city.

Stormwater. Any surface flow, runoff, and drainage consisting entirely of accumulated water from natural precipitation and resulting from such precipitation.

Stormwater management and erosion control plan. A plan prepared according to FDEP regulations that describes the best management practices and other required activities to be

undertaken by a person to first identify sources of pollution and/or contamination at a site and follow-up actions to be taken by such persons to eliminate or reduce pollutant discharges into municipal stormwater, storm drainage systems, and/or waters of the state to the maximum extent practicable.

Wastewater. For the purposes of this division, any waters that are discharged from construction sites, including, but not limited to, toilets, sinks, showers, and wash-down operations.

Watercourse. These are either:

(1) Any stream, river, creek, slough, or other naturally occurring stormwater conveyance feature in which water usually flows over the surface of the land; or

(2) Any artificial or man-made swale, ditch, channel or other man-made stormwater conveyance feature in which water usually flows in a defined bed or bottom.

Sec. 98-169. Administrative responsibility.

The stormwater administrator or his/her designee is the authorized enforcer for this division. In the event the stormwater administrator or his/her designee is unable to fulfill this duty, the city administrator shall fill this capacity. He/she shall administer, implement, and otherwise enforce all provisions of this division of the Code of Ordinances. Any powers granted to or duties imposed upon the city by this division may be carried out by said persons.

Sec. 98-170. Applicability.

This division shall apply to all water entering the stormwater drainage systems or waters of the state or the United States within the boundaries of the city that was generated on any developed or undeveloped lands ~~under construction~~, unless specifically exempted by the city.

Sec. 98-171. Compatibility with other regulations.

This division is not intended to modify or repeal any other division, article, ordinance, rule, regulation, or other provision of law. The requirements of this division are in addition to the requirements of any other division, article, ordinance, rule, regulation, or other provision of law of the city. Where any provision of this division imposes restrictions different from those of any other division, article, ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Sec. 98-172. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore, this division does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants to the city's stormwater system or waters of the state.

Sec. 98-173. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through a watercourse. In addition, the owner/lessee shall maintain existing privately-owned structures within or adjacent to the watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 98-174. Illicit discharge prohibition and exceptions.

(a) *Prohibition of illegal discharges.* Throwing, draining or otherwise discharging, causing or permitting others under one's control to throw, drain, or otherwise discharge into the city's MS4 or state waters or waters of the United States any liquids, solids, or waters containing any stormwater, pollutants, or hazardous materials other than stormwater is prohibited.

(b) *Exceptions to the prohibition of illegal discharges.* The following are exceptions to the illegal discharge prohibition:

(1) Discharges and releases from the following sources: portable line flushing; landscape irrigation; diverted stream flows; rising ground waters; uncontaminated groundwater infiltration; uncontaminated pumped ground water; discharges from potable water sources; building foundation drains; air conditioning condensation; irrigation water; natural springs; water from crawl space pumps; roof drains; footing drains; flows from riparian habitats and wetlands; dechlorinated swimming pool discharges; and street maintenance wash-down water.

(2) Discharges or water flow from firefighting operations or similar discharges expressly specified in writing by the ~~stormwater supervisor or his/her designee~~city as being necessary to protect public health and safety.

(3) Discharges associated with investigatory dye testing, however, this activity requires a 24-hour prior written notification to the ~~stormwater supervisor or his/her designee~~city prior to the time of the test.

(4) Discharges of non-stormwater permitted under an NPDES permit, waiver, or waste discharge order issued to the ~~discharger~~owner and/or site operator and administered under the authority of the FDEP, provided that the ~~discharger~~owner and/or site operator is in full compliance with all requirements of the permit, waiver, or order and any applicable laws and regulations, and further provided that written approval has been granted for any discharge to the storm system.

Editor's note(s)—Ord. No. 2019-01, § 2, adopted March 11, 2019, amended the Code by repealing former § 98-174, and renumbering former §§ 98-175 and 98-176 as new §§ 98-174 and 98-175. Former § 98-174 pertained to the erosion and runoff control plan, and derived from Ord. No. 2018-05, adopted July 23, 2018.

Sec. 98-175. Illicit connection prohibition.

The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

(1) This prohibition expressly includes without limitations illicit connection made in the past, regardless of whether the connection was permissible under laws or practices practicable or prevailing at the time of connection.

(2) A person is considered to be in violation of this division if the person connects a line conveying sanitary sewer to the MS4 during construction or allows such a connection to continue.

(3) Improper construction in violation of this division shall be disconnected and redirected if necessary, to an approved on-site wastewater management system or the MS4, upon approval of the ~~stormwater supervisor or his/her designee~~city.

(4) Only drains or conveyances depicted on the construction plans, maps or the equivalent shall be constructed.

Note(s)—Former § 98-176. See editor's note, § 98-174.

Sec. 98-176. Erosion and runoff control plan prior to commencement of any construction.

(a) Prior to the commencement of any construction activity, a signed and sealed erosion and runoff control plan prepared by a licensed professional engineer shall be submitted to the city as part of the permitting process. This plan shall be consistent with the requirements of the FDEP, the ~~SJRWMD~~SWFWMD, all erosion and sediment control regulations of the city, and the stormwater pollution~~s~~ prevention plan (SWPPP) prepared for the site pursuant to § 62-621.300(4)(a) of the Florida Administrative Code (FAC).

(b) The erosion control and runoff plan shall include, at a minimum:

(1) A natural features map identifying soils, surface waters, wetlands, forest cover, and resources protected under other rules, ordinances or laws of the city, state, and/or federal governments.

(2) A statement providing the nature of activity and sequence of construction of the development site, including stripping and clearing; grading; construction of utilities; infrastructure; buildings; final grading; and landscaping. Sequencing shall identify the expected date on which clearing will begin; the estimated duration of exposure of cleared areas; the phasing of clearing; installation of erosion and sediment measures; and establishment of permanent vegetation.

(3) All erosion and sediment control measures and BMPs necessary to meet the objectives of this division shall be set forth in the plan. Such measures shall be in place and administered throughout all phases of construction and permanently, after completion of development of the site. BMPs proposed for use must be consistent with criteria set forth in the most recent version of the ~~Florida Development Manual, Chapter 6, Stormwater and Erosion and Sediment Control~~ Environmental Resource Permit Applicant's Handbook Volume I, or Volume 2 as appropriate by FDEP or the EPA document

"Stormwater Management for Construction Activities" (EPA 832-R-92-005 September 1992). Measurable goals for each BMP must be defined in the plan. Erosion and sediment controls on the construction site shall be updated as necessary to prevent erosion and sedimentation if the initial controls listed in the plan are not sufficient by the City and/or any other agency with jurisdiction over the site.

(4) Provision for containment or protection of construction-related materials and wastes temporarily stored on-site, including discarded building materials, concrete, truck washout, chemicals, litter, sanitary waste, and other materials subject to solution or entrainment in runoff. Also, a plan showing the location and types of structures for the containment or protection of construction materials and wasters, along with a schedule for the removal of said waste.

Note(s)—See editor's note, § 98-174.

Sec. 98-177. Construction activity discharges.

(a) *Submission of intent to the city.*

(1) Any person subject to a construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the ~~stormwater supervisor or his/her designee~~city prior to the allowing of discharges to the MS4.

(2) The ~~manager~~operator of a construction site required to have an NPDES permit to discharge stormwater associated with said activity shall submit a copy of the notice of intent and acknowledgement to the city ~~at the same time the project manager submits an original notice of intent to the FDEP~~within seven (7) calendar days of receipt of the acknowledgement from FDEP.

(3) The copy of the notice of intent and acknowledgement shall be delivered to the city either in person, by U.S. Postal Service Registered Mail, or by FedEx/UPS or similar organization, registered delivery, and sent to the attention of the ~~stormwater supervisor or his/her designee~~city at the following mailing address:

City of Dunnellon, FL
11924 Bostick Street
Dunnellon, FL 34432.

Sec. 98-178. ~~Compliance monitoring for construction.~~ Monitoring and Inspection for Compliance.

(a) *Right of entry-inspection and sampling.* ~~The city shall be permitted to enter and inspect construction sites subject to regulation under this division as may be necessary to determine compliance with the requirements of this division.~~ City personnel shall be permitted to enter and inspect sites which are subject to regulation under this article or which are discharging or are suspected of discharging into the city's MS4 or waters of the State and to investigate violations or potential violations of this article. The city shall be permitted to enter and inspect sites subject to regulation under these regulations as often as may be necessary to determine compliance with these regulations. All structures, facilities, and activities which allow

discharges to the city's MS4, as well as records concerning them, shall be made accessible to the city's personnel for this purpose

(1) If the ~~discharger~~owner and/or site operator has security measures in force which require proper identification and clearance before entry into the premises, the ~~discharger~~owner and/or site operator shall make the necessary arrangements to allow access to representatives of the city.

(2) ~~Site project managers~~ The owner and/or site operator shall allow the ~~stormwater supervisor or his/her designees~~ city ready access to all parts of the premises for purposes of inspection, sampling, examination, and copying of records that must be kept under the conditions of the NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

(3) The ~~stormwater supervisor or his/her designees~~ city shall have the right to set up any such facilities and/or devices as are necessary in his/her opinion to conduct monitoring and/or sampling of the ~~construction~~ site's discharge.

(4) The ~~stormwater supervisor or his/her designees have~~ city shall have the right to require the ~~discharger~~owner and/or site operator to install monitoring equipment as necessary. The site's compliance and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the ~~discharger~~owner and/or site operator at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the site to be inspected and/or sampled shall be promptly removed by the contractor at written or oral request of the ~~stormwater supervisor or his/her designee~~city, and shall not be replaced. The costs of clearing such access shall be borne by the ~~contractor~~ owner and/or site operator.

(6) Unreasonable delays in allowing the city access to the permitted ~~facility~~site is a violation of the stormwater discharge permit and this division. The ~~project manager of the construction~~ owner and/or site operator of a site discharging ~~under an NPDES permit~~to the city's MS4 commits an offense if the person denies reasonable access to the ~~stormwater supervisor or the person's designee~~ city for the purpose of conducting any activity authorized and/or required by this division.

(b) *Search warrants.* The city may seek a search warrant from any court of competent jurisdiction if the city has been refused access to any part of the premises from which stormwater is discharged and the city can demonstrate probable cause to believe that:

(1) There may be a violation of the division; or

(2) There is a need to inspect and/or sample as part of the routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder to protect the overall health, safety and welfare of the community.

Sec. 98-179. Establishment and use of BMPs.

(a) The city will establish and implement BMP requirements for all activities within the city which may cause or contribute to pollution or contamination of stormwater, the MS4 or waters of the state.

(b) The owner and/or site operator ~~project manager~~ of such activity shall provide, at the person's own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 or waters of the state through the use of these structural and non-structural BMPs.

(c) Any person responsible for property or premise that is, or may be, the source of illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4 or waters of the state.

(d) Compliance with all terms and conditions of a valid FDEP issued NPDES permit authorizing the discharge of stormwater, to the extent practicable, shall be deemed in compliance with the provisions of this division.

Sec. 98-180. Notification of spills.

(a) Notwithstanding other requirements of law, as soon as any person responsible for a ~~construction~~ site or emergency response if it has any information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the MS4, or waters of the state, said person shall take all necessary steps to ensure the discovery, containment and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.

(b) In the event of a release of non-hazardous materials, said person shall notify the ~~stormwater supervisor or his/her designee~~city in person, by phone or facsimile no later than the next business day. Notification in person or by phone shall be confirmed by written notice mailed to ~~stormwater supervisor or his/her designee~~city within two business days of the phone notice.

(c) The owner and/or site operator ~~or project manager~~ shall also retain on-site a written record of the discharge and actions taken to prevent its recurrence ~~until the conclusion of construction on the site~~. ~~Following the conclusion of any project or construction, s~~Such records shall be maintained for at least ten years at the office of the owner and/or site operator~~project manager~~.

Sec. 98-181. Violations, enforcement, and penalties.

(a) *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any requirements of this division. Any person who has violated or continues to violate the provisions of this division shall make any corrective measures determined necessary by the ~~stormwater supervisor or his/her designee~~city, may be subject to the enforcement actions outlined in this division, or may be restrained by injunction or have the violation otherwise abated in a manner provided by law.

(b) *Emergency cease and desist orders.* When the ~~stormwater supervisor or his/her designee~~city finds that any person has violated, or continues to violate, any provision of this division, or any order issued hereunder, and such violation(s) has or have caused an imminent or substantial endangerment to the health, safety or welfare of persons or the environment, the ~~stormwater supervisor or his/her designee~~city may serve upon that person a written notice directing him/her to cease and desist all such violations, and directing the violator to:

(1) Immediately comply with all permits, ordinances, and other requirements of the law; and

(2) Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

(c) *Response to emergency cease and desist order.* The violator shall submit to the ~~stormwater supervisor or his/her designee~~city a detailed written statement describing the causes of the harmful discharge and the actions taken or to be taken to prevent any future occurrence within five days of receipt of the emergency cease and desist order. Issuance of the emergency cease and desist order shall not bar against, or be a prerequisite, for taking any other action against the violator. The remedial actions outlined in the violator's written response shall be approved by the ~~stormwater supervisor or his/her designee~~city.

(d) *Actions for enforcement of emergency cease and desist order.* Anyone notified through an emergency cease and desist order under this subsection shall immediately comply and stop or eliminate the endangering discharge. In the event of the ~~discharger's~~owner and/or site operator's failure to immediately comply voluntarily with the emergency cease and desist order, the city shall take such steps as deemed necessary to prevent or minimize harm to the MS4, watercourses, or receiving waters, and/or endangerment to persons or the environment, including termination of a ~~construction~~ site's water supply, sewer connection, or other municipal services. The ~~stormwater supervisor or his/her designee~~city may allow the violator to recommence its discharge when it has demonstrated to that person that the period of danger has passed, unless further termination proceedings are initiated against the violator under this division.

(e) *Reinstating MS4 access deemed an offense.* A violator commits an offense if he/she reinstates MS4 access to the construction site pursuant to this division, without approval of the ~~stormwater supervisor or his/her designee~~city.

(f) *Civil penalties.* In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations therein within five business days, or such greater period as the city shall deem appropriate, after the city has taken one or more of the actions described above, the city may impose a penalty not to exceed $500.00 (depending on the severity of the violation) for each day the violation remains not remedied after receipt of the notice of violation.

(g) *Judicial remedy.* In addition to the remedies provided herein, the city may make application to a court of competent jurisdiction for injunctive relief to restrain any person from violating or continuing to violate the provisions of this division. In addition, the city may seek any and all applicable legal actions, including, but not limited to, entry of a court order requiring restoration and mitigation of any impacted ~~construction~~ site(s), land, or waters, as well as reimbursement of court costs and other costs associated with abatement of the violation. The

city shall be entitled to an award of attorney's fees in prosecuting such actions, together with attorney's fees and costs on appeal.

(h) Each act of violation and each day upon which any violation occurs shall constitute a separate offense.

Sec. 98-182. Appeal of notice of violation.

(a) Any person receiving a notice of violation under the provisions of this division may appeal the determination of the ~~stormwater supervisor or his/her designee~~city.

(b) The notice of appeal must be submitted in writing to the city within five business days from the date of the notice of violation.

(c) Hearing on the appeal before the special magistrate shall take place 30 days from the date of receipt of the notice of appeal. The decision of the special magistrate shall be final, except in the event where the violation is escalated to a court of competent jurisdiction.

Sec. 98-183. Enforcement measures after appeal.

(a) If the violator has not corrected the violation pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within 30 days of the decision of the special magistrate upholding the decision of the city, then the city's representatives shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property.

(b) It shall be unlawful for any person, owner, site operator, agent, or person in possession of any premises to refuse to allow the ~~stormwater supervisor or his/her designee~~city, or a city-designated contractor to enter upon the premises for the purposes set forth above.

Sec. 98-184. Cost of abatement of violation.

(a) Within 30 days after abatement of the violation, the owner and/or site operator of the property will be notified of any costs of the abatement, including administrative costs. The ~~property~~ owner and/or site operator may file a written protest objecting to the amount of the assessment within 15 business days of receipt of the notification of these costs. Upon receipt of the written objection, the city shall hold a hearing before the special magistrate within 30 days. The decision of the special magistrate shall be binding.

(b) If the amount due is not paid within a timely manner as determined at the decision of the city or by the expiration of time in which to file an appeal, the charges will become a special assessment against the property and shall constitute a lien on the property for the full amount of the assessment.

Sec. 98-185. Violations deemed a public nuisance.

In addition to their enforcement processes and penalties provided, any condition caused or permitted to be exist in violation of this division shall constitute a threat to public health, safety and welfare, and is declared to be a nuisance, and may be summarily abated or restored at the

violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 98-186. Ownership and maintenance responsibilities.

(a) Nothing in this division shall affect the ownership and/or maintenance responsibilities of individual storm drainage components within the city.

(b) Privately-owned stormwater system components within the city, including privately-owned drainage retention areas, shall remain privately owned and maintained until such time as a legal instrument is executed transferring such ownership and maintenance responsibility.

(c) Publicly-owned stormwater system components within the city, including publicly-owned drainage retention areas, shall remain owned and maintained by the city, county or state authority until such time as a legal instrument is executed transferring such ownership and maintenance responsibility.

Sec. 98-187. Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the city to seek cumulative remedies. The city may recover all attorney's fees, court costs, and other expenses associated with enforcement of this division, including costs associated with obtaining water quality and other samples and laboratory testing expenses.

Secs. 98-188—98-210. Reserved

SECTION 3. CODIFICATION. It is the intent of the City Council of the City of Dunnellon that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provision of this Ordinance.

SECTION 4. CONFLICTS. After the effective date of this Ordinance, in any case where all or any part of this Ordinance is found to conflict with any provision of any other ordinance of the City of Dunnellon, to the extent of such conflict, all such ordinances are hereby repealed.

SECTION 5. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unenforceable, unlawful, or unconstitutional by a court of competent jurisdiction, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon adoption.

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

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

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

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

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

ATTEST: **CITY OF DUNNELLON**

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

Approved as to Form:

_____
Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

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

_____
Amanda L. Odom, CMC
City Clerk