Agenda
City of Dunnellon
City Council Workshop Meeting
October 7, 2024, 5:30 PM

Dunnellon City Council Workshop meeting will be held on October 7, 2024, 5:30 pm at Dunnellon City Hall

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

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

Call to Order

Pledge of Allegiance

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

Roll Call

Proof of Publication - The agenda was posted on the City's website and City Hall bulletin board on Monday, September 30, 2024. The agenda was amended on Wednesday, October 2, 2024 to add Police Introductions, item #5d, backup to item #4c and item #7a.

Police Officer Introductions

1. **Public Comment**

2. **Board Reports**

3. **Dunnellon Chamber and Business Association Reports**

3.a City Council Report

Documents:
October City Council Report.pdf

4. **Discussion**

4.a Lease Agreement #AGR2020-05, Rainbow Springs Art, Inc.

Documents:
Agenda Summary Form for Rainbow Springs Art.pdf

4.b Dunnellon Little League Use Agreement #AGR2022-08

Documents:
Agreement AGR2022-08 Dunnellon Little League_Fully Executed.pdf

4.c Stormwater Education for MS4 Compliance

Documents:
20241007 Ilicit Discharge Presentation.pdf
Dunnellon Illicit Discharge Brochure.pdf

4.d Vacation Rental Registration Fees

5. Regular Agenda Items

5.a Amendment #6 to Agreement #AGR2009-03, Powell & Jones CPA's

Documents:
Agenda Summary Form for Amendment 6 to Agreement AGR2009-03, Powell & Jones CPA.pdf

5.b Historic Board Appointments

Documents:
Agenda Summary Form for Historic Preservation Board Appointments.pdf

5.c Disposal of Surplus Property in response to Bid #BID2024-05 for Chestnut Street lot

Documents:
Agenda Summary Form for Disposal of Surplus Property, Chestnut Street.pdf

5.d Agreement #AGR2024-26 Lexipol, LLC - Law Enforcement Policy Manual

Documents:
Agenda Summary for Agreement AGR2024-26 Lexipol LLC.pdf
Agreement AGR2024-26 Lexipol, LLC_REDLINE.pdf

6. **Staff Agenda Items**

6.a Impact Fees - Jan Smith, Finance Officer

Documents:
Agenda Summary Form for Establishing Impact Fees.pdf

7. **Resolutions**

7.a Resolution #RES2024-32, Surplus Equipment

Documents:
Resolution RES2024-32 Surplus Equipment.pdf

8. **Council Agenda Items**

8.a Vice-Mayor Inskeep
- Pay Policies During Declared Emergencies
- Sick Leave

- Christmas Parade Cost/Split
- Police Department Structure

8.b Councilman Lehmann
- Blue Run Park Management

9. **Department Reports**

10. **Council Comments**

11. **City Attorney Comments**

12. **Public Comment**

Adjournment

Tentative Agenda for Council Meeting on Wednesday, October 16, 2024
Consent Agenda
- Approval of Minutes
- Amendment #6 to #AGR2009-03, Powell & Jones CPA's
- Historic Board Appointments

Regular Agenda
- Surplus Property BID2024-05 Chestnut Street
- Resolution #RES2024-32, Surplus Equipment
- Public Hearing Ordinance #ORD2024-08, School Speed Zone
- Ordinance #ORD2024-08, School Speed Zone

Future Meetings:
- 10/16/2024 Special CRA Meeting 5:00
- 10/16/2024 City Council Meeting 5:30

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.

DUNNELLON CHAMBER & BUSINESS ASSOCIATION

October DCBA Director Report

New Members

WS Fishing Sales
Patsy & Co. Salon
The Art Addicts
Jeff Norton Digital

Upcoming Events

Oct.7, 14, 21, 28 - Bingo Night at Cheers 5 pm – 7 pm.

19330 SW 83rd Place Rd.

Oct. 23- Musical Trivia at Cheers from 6:30- 8:30 pm

19330 SW 83rd Place Rd.

Oct. 2, 16, 30 Tropical Trivia at Cheers from 6:30 pm – 8:30 pm.

19330 SW 83rd Place Rd.

Oct. 5, 12, 19, 26- Sparr Building Supply Farm Swap 8 am - 12 pm.

2915 W. Dunnellon Rd

Oct. 11- Tiny Jams at Gipsy Guitars Life.

20372 E. Pennsylvania Ave.

Oct. 12- Two Rivers Music Festival & Food Truck Rally

5 pm – 10 pm. Bostick St. & E. Pennsylvania Ave.

Oct. 17- Diabetes Support Group from 8 am – 5 pm.

River Life Church 2872 W. Dunnellon Rd.

Oct. 20- Dunnellon Poetry Meeting from 2 pm – 4 pm

Rainbow Springs Art. 20804 W. Pennsylvania Ave.

City of Dunnellon

Agenda Summary Form

Meeting Date: October 16, 2024

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Consider month to month rental agreement effective January 1, 2025

Subject: Agreement #AGR2020-05 Rainbow Springs Art, Inc,

Request for Approval Summary Explanation & Background:

The term of this lease Agreement #AGR2020-05 was amended by City Council on November 15, 2023, to extend the term through December 31, 2024. Per this amended agreement the rent for this property is $525.00 per month.

On September 25, 2024, Council passed Resolution #RES2024-14 allowing for the disposal of the property located at 20804 West Pennsylvania Avenue. Council further directed staff to advertise and work with a realtor if necessary to solicit offers for the sale of this property in accordance with Chapter 163.380, Florida Statutes.

Rainbow Springs Art is requesting a month-to-month extension of the rental agreement, effective as of January 1, 2025. They are requesting, with payment due in advance, the rental rate continue to be at the previously established rate of $525.00 per month. Furthermore, the request is for a 30-day notice of termination on or before June 2025 in anticipation they will not extend their occupancy past June 1, 2025.

Staff reached out to Luis Rodriguez with OpticalTel on Monday, September 30th via voicemail to advise the City will be advertising to solicit offers for the property. A follow up email will be sent as well.

Options to consider:

1. Do not extend the lease agreement and solicit proposals immediately.
2. If we proceed with soliciting proposals immediately and OpticalTel makes an offer on the property, consider a clause allowing RSA to remain in the building until June with rent due to OpticalTel.
3. Extend the lease agreement and postpone soliciting proposals.

USE AGREEMENT BETWEEN DUNNELLON LITTLE LEAGUE, INC. AND THE CITY OF DUNNELLON, FLORIDA #AGR2022-08

THIS USE AGREEMENT is entered into this 25th day of April, 2022 by and between the City of Dunnellon, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as "City") and Dunnellon Little League, Inc., a not-for-profit corporation (hereinafter referred to as "Little League").

WHEREAS, Little League, Inc., and the City of Dunnellon, Florida entered into a Lease Agreement on May 11, 1998 and entered into Addenda to the Lease Agreement, the last one being the Second Addendum #2009-21, which terms expired on May 12, 2014; and

WHEREAS, Little League, Inc., and the City of Dunnellon, Florida entered into a Use Agreement on February 13, 2017 for a period of five (5) years; and

WHEREAS, the Parties desire to enter into a Use Agreement under terms as set forth under this Use Agreement.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION ONE. Recitals. This Use Agreement incorporates the above "WHEREAS" clauses.

SECTION TWO. Use of Property. The City has leased and is currently leasing and in possession of property from the Office of Greenways and Trails (hereinafter referred to as "OGT") or its successor in interest. Said property is assigned Parcel Identification Number 34529-003-00 by the Marion County Property Appraiser, as depicted on the Property Record Card of the Marion County Property Appraiser attached hereto as Exhibit "A" and made part of this Use Agreement.

SECTION THREE. Term of Agreement. Unless terminated earlier as provided herein, the term of this Use Agreement shall commence on the Effective Date as defined in Section Fourteen herein and terminate on September 13, 2026.

SECTION FOUR. Renewal of Agreement. This Agreement may be renewed for successive five-year (5) periods upon written agreement of both Parties. If the Agreement expires prior to renewal by written agreement by the Parties, the terms of this Agreement shall govern until the Parties enter into an extension of or amendment to this Agreement.

SECTION FIVE. Termination. In addition to the remedies set forth in Section Eleven herein, either party may terminate this Agreement without cause upon 180 days' written notice to the other party; provided, however, if OGT or its successor in interest revokes the City's sublease of the property or the sublease is otherwise terminated, this Agreement shall be null and void, and the City shall give timely written notice to the Little League.

SECTION SIX. Use Fee. In recognition of the valid public purpose which Little League serves to the citizens of the City, its fee to utilize the property shall be at the reduced sum of One Dollar ($1.00) per year, payable on February 1, 2022, and on February 1st each year thereafter. If February 1st of any year during the term of this Agreement falls on a weekend or holiday, the fee shall be due on the first business day following February 1st.

SECTION SEVEN. Conditions of Use.

A. The City shall allow Little League to use all ballfields, facilities and adjacent parking within the boundaries of the chain-link fence so long as Little League takes no action to jeopardize the lease with OGT or its successor in interest.
B. The City shall take no action to jeopardize its lease with OGT or its successor in interest.
C. Should the lease with OGT or its successor in interest be revoked by OGT or its successor, this Agreement shall be null and void.
D. Any improvements to the property by the Little League or any other individual or entity must be authorized pursuant to the terms of the City's sublease with OGT.

SECTION EIGHT. Maintenance Responsibilities of Little League.

A. The Little League shall maintain the property and the facilities in a safe, clean and secure condition, and said property and facilities shall continue to be a public facility with access to all Marion County residents.
B. The Little League, in coordination with the City, shall be responsible for coordinating all organized use of the property and facilities.
C. The Little League will administer and operate the property and the facilities in such a manner as to prevent any usage thereof from becoming a public nuisance.
D. The Little League will endeavor to protect mature trees and productive timber on the leased lands from fire, mechanical damage, or removal without prior authorization from the City.
E. The Little League shall be responsible for all utilities required for the operation of the field.

SECTION NINE. Responsibilities of the City.

A. To avoid scheduling and use conflicts, the City will coordinate with the Little League and shall not schedule any organized activities on the property without consideration by the Little League.
B. The City will provide garbage service and will mow the areas outside the limits of the playing fields.
C. The City will take no steps to interfere with the purposes for which this Agreement is provided.

SECTION TEN. Insurance and Indemnification.

A. The Little League shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the use by the Little League under this Agreement. The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance

coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured."

B. The Little League shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The "Youth Sports Organization" shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.

C. The Little League agrees that it shall indemnify, hold harmless, and defend the City from any and all claims arising from the activities and responsibilities performed by or required of the Little League under the terms and conditions of this Agreement.

D. The Little League shall provide the City with annual proof of any and all policies of insurance as required by this Agreement.

SECTION ELEVEN. Default; Remedies.

A. *Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the Little League:
   1. The failure by the Little League to observe or perform any of the covenants, terms, or conditions of this Agreement to be observed or performed by the Little League, as set forth above.
   2. The failure by the Little League to make any payment required to be made by the Little League hereunder, as and when due.

B. *Remedies.* In the event of any such default or breach by the Little League is not cured within thirty (30) days after written notice thereof, the City may at any time thereafter, with or without further notice or demand and without limiting the City in the exercise of any right or remedy which the City may have by reason of such default or breach:

1. Terminate the Little League's right to use the premises, in which case, this Agreement shall terminate and the Little League shall no longer be allowed to use the property.
2. Pursue any other remedy now or hereafter available to the City under the laws or judicial decisions of the State of Florida.

SECTION TWELVE. Miscellaneous Provisions. This Agreement reflects the total understanding of the Parties and may not be amended unless such amendment is in writing agreed to by both the Parties hereto. The Parties agree that should any interpretation of this Agreement be required, it shall be interpreted under the laws of the State of Florida. Venue shall lie in Marion County, Florida. The prevailing party in any litigation concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

SECTION THIRTEEN. Notice and contact person(s).

A. In the event that the Little League may need to contact the City pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reasons pertinent hereto, the City's contact person shall be:

City Clerk
20750 River Drive
Dunnellon, FL 34431
352-465-8500 ext. 1002

B. In the event that the City may need to contact the Little League pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reason pertinent hereto, the Little League's contact person shall be:

President, Dunnellon Little League, Inc.
Post Office Box 704
Dunnellon, FL 34430

By October 1 of each year, the Little League shall notify the City's contact person in writing of the correct President's name and contact number.

SECTION FOURTEEN. Effective Date. The Effective Date of this Use Agreement shall be the date the last party executes this Agreement.

City:

Dated this 11th day of April, 2022.

Attest:

Amanda Odom, CMC, City Clerk

City of Dunnellon, Florida

William P. White

Dunnellon Little League, Inc.

Dated this 25th day of April, 2022.

Dunnellon Little League, Inc.

By: _____

Title: President

PUBLIC EDUCATION HANDOUT
City Council Workshop 10/07/2024
MS4 Reporting Requirements and Illicit Discharge

The Public Services Department is responsible for maintaining and improving stormwater management throughout the City limits to include swales, storm drains, drainage retention areas (DRA) and water retention areas (WRA) not maintained by the county or state, and responding to flood emergencies to prevent future events, and responding to and addressing citizen complaints or requests.

In order to comply with the City's stormwater permit and MS4 reporting requirements, the City is required to distribute educational materials or conduct equivalent outreach activities about the adverse environmental impacts caused by polluted stormwater and the steps the public can take to reduce pollutants in stormwater runoff.

In that effort, we have distributed "Illicit Discharge Detection & Elimination" brochures to tonight's meeting guests. We would also like to provide some very basic information to Council and the public addressing illicit discharge into our storm drains.

What is Illicit Discharge?

An Illicit Discharge is ANY disposal, emptying or dumping of any substance other than rainfall into the stormwater drainage system. Pollutants entering Dunnellon's stormwater system do not flow to the water treatment plant; they empty into our local rivers and wetlands! Chemicals and nutrients become stormwater pollution as they are soaked up by the passing water. The stormwater pollution is harmful and can lead to algae blooms, resulting in inadequate oxygen levels and other impacts to fish and wildlife.

Improper disposal of oil-based paints, mineral spirits, pool chemicals, pesticides, or other home chemicals can pollute Dunnellon's sensitive environment. Did you know that used automobile batteries and fluids can be returned to an auto parts shop?

Stormwater runoff is rain that does not soak into the ground where it falls. This water runs off yards, streets and parking lots into storm sewers or waterways and carries a variety of pollutants including fertilizers, yard waste, paint, gasoline, motor oil, pesticides, weed killer, pet wastes, detergents and soaps.

These pollutants entering storm drains end up in our Rainbow and Withlacoochee Rivers. Be sure to maintain a "fertilizer-free" zone around all storm drains and be

sure that pet waste and yard clippings near storm drains are picked up and disposed of properly.

Disposing Cooking Waste - Cooking oil and grease are wastes that the sewer system cannot handle and should not be discarded down the sink. Dumping grease, fats and oil can clog sewer lines causing sewage back-ups and flooding. Sewage back-ups can damage personal property, public property and the surrounding environment. DO NOT dump cooking oil, poultry fat and grease into the kitchen sink or the toilet bowl. DO NOT use hot water and soap to wash grease down the sink because it will cool and harden in your pipes or in the sewer down the line. DO place cooled cooking oil, poultry and meat fats in sealed non-recyclable containers and discard with your regular garbage. DO use paper towels to wipe residual grease or oil off dishes, pots and pans prior to washing them.

Disposing Pharmaceuticals - Flushing medications down the toilet or throwing them into your trash can also be harmful to our environment. These pharmaceuticals can end up in our water system. Residents can dispose properly of expired prescriptions, over-the-counter medications, needles and "sharps," by visiting the Dunnellon Police Department at 12014 S. Williams Street, 352-465-8510.

Water quality is important to improve and sustain our springs and waterways in Dunnellon and Marion County for future generations to enjoy. Keeping this ecosystem and fishery healthy is critical to protecting the quality of life of the community and wildlife, as well as our local economy.

If you have any questions, or to report a possible illicit discharge, please call the City of Dunnellon (352) 465-8500 x 1102 or visit the City's website at http://www.dunnellon.org and select Departments, Public Works, NPDES Stormwater Compliance.

Remember…

As a Resident or Business Operator

- ***What we do on land affects the quality of water*** we drink and use in so many ways.
- ***Many small sources of pollution add up*** to cause big water quality problems.
- ***Pressure washing or hosing down sidewalks or driveways contribute to water pollution***. Mop, sweep or use other dry methods to clean pavement or grounds around your home or business.
- ***Excessive runoff from landscape irrigation*** can result in water pollution by carrying fertilizers, pesticides or silt offsite to local water ways. Regularly inspect your irrigation system to prevent excessive runoff.
- ***Trash and Debris*** dumped or left to accumulate on residential or business grounds can wind up local waterways. Dispose of trash properly. Keep areas clean and free of trash and debris.
- ***Natural things*** such as soil, leaves, grass clippings, and pet waste can cause water pollution.
- ***Waste dumped into storm sewers*** goes into creeks and waterways without treatment.
- ***Automobiles and other vehicles*** cause water pollution as well as air pollution

Everyone can make a difference!

Reporting of Illegal Dumping or Suspicious Discharges:



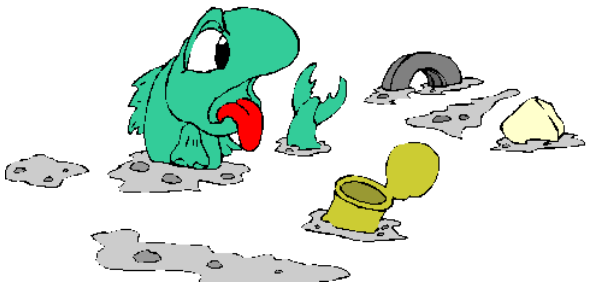
Reporting will, in great part, rely on participation from the public.

Residents who observe illegal dumping or observe pollutants within waterways or storm sewers should contact the City of Dunnellon Public Works Department.

Dial (352) 465-8500 x1102
Monday – Thursday
7 a.m. - 6:00 p.m.

Call 911 after hours, weekends or holidays to report a stormwater violation.





City of Dunnellon

Illicit Discharge Detection & Elimination



STORMWATER POLLUTION PREVENTION

Report Illicit Discharges and Illegal Dumping

Phone: (352) 465-8500 x1102

or

Dial 911

This program will succeed with strong public participation.

What is an Illicit Discharge?

An illicit discharge is defined as "any discharge into a municipal storm sewer system that is not composed entirely of stormwater". Some of the pollutants that fall into this broad category are:

- Car wash wastewater
- Gas and motor oil
- Grass clippings
- Household cleansers
- Paints
- Pesticides
- Pet waste
- Solvents
- Weed killer



Sometimes these pollutants are carried through the storm drainage system by rain, wind, or improper disposal into Dunnellon Waterways. This can result in serious health and water quality problems. In addition, wildlife and the overall appearance of the creek or waterway is adversely affected by illicit discharges.

Six Easy Ways That You Can Keep Illicit Discharges Out of Our Local Waterways

There are simple steps that we can take to solve the problems that our local waterways face. It is up to YOU, the homeowner and business owners who call Dunnellon home, to clean it up and to help keep it clean!



#1 Used oil, antifreeze, and batteries can be recycled. Clean up any spills immediately. Cat litter or sawdust will absorb the spill. Be sure to sweep these up as well.



#2 Wash your car on the grass so that water, detergent and dirt will be filtered by the soil. Better yet, take your car to a commercial car wash where the dirty water is sent to the wastewater treatment plant.



#3 Empty bottles of **household cleansers, pesticides, and weed killer** should be disposed of according to label directions.

#4 Grass clippings in the street should be swept up after each mowing.



Grass clippings left in the street are being washed down into the storm sewers and end up in the local waterways where they have the potential to cause algae blooms.

#5 Paint brushes used with water based paint can be rinsed in the sink.
If you have a small amount of left-over paint in a can, stuff it loosely with newspaper, let the paint dry out completely and put it in the trash.



#6 When walking your pet use a bag or use a scooper to clean up your **pet's waste.** In order to keep waste from contaminating our community, anyone who walks a pet should properly dispose of waste by picking it up, wrapping it, and either placing it into the trash or flushing it UNWRAPPED!



City of Dunnellon

Agenda Summary Form

Meeting Date: October 7, 2024

1. Responsible Department: Finance
2. Presenter: Jan Smith
3. Recommended Action: Authorize the Mayor to execute Amendment #6 to AGR#2009-03 Powell & Jones CPA's.

Subject: Proposal to renew contract for annual financial audit with Powell & Jones CPA's for an additional 3 years through fiscal year ending September 30, 2027.

Request for Approval Summary Explanation & Background:
Powell & Jones have been the City's auditors since 2009. Audits have been performed in a timely manner in order to remain in compliance with bond covenants and State statute. The staff of Powell & Jones CPA's is both professional and pleasant to work with. They minimally impact staff outside of the Finance Department. Not only do they perform the annual financial audit they also provide accounting and financial guidance throughout the year at no additional cost.

The City has been charged $19,000 each year since 2019. In 2024 CRA was charged $2,000 for a required standalone audit. This amendment increases the audit fee each year by $1,000 over the term of this amendment to meet inflationary pressures.

Procurement Method: Amendment #6 to AGR#2009-03

Fiscal Information: Funding will be provided in the FY25-26 budget

Attorney Review: N/A

Powell and Jones CPA

1359 SW Main BLVD
Lake City, FL 32024
Phone: 386.755.4200
office@powellandjonescpa.com

September 12, 2024

FEE PROPOSAL - AUDIT & ASSURANCE SERVICES
CITY OF DUNNELLON, FLORIDA

We are submitting a fee proposal for audit services for the City of Dunnellon, Florida (the City) for the fiscal year end of September 30, 2025 and future years.

Basic Audit Services

The annual financial audit of the City in accordance with applicable auditing standards includes the following services:

- Annual audit of the City
- Delivery of audit at the City Council meeting.
- Routine telephone consultations to City's Council and financial staff regarding accounting and auditing related matters.
- Preparation of the City's annual financial statements and related disclosures.
- Preparation of the City's AFR.

We propose the following audit fees:

Year End	Audit Fee ($)
9/30/2025	20,000
9/30/2026	21,000
9/30/2027	22,000

The fee proposal is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered shortly after the audit presentation.

ADDITIONAL SERVICES

Single Audit
Federal or state single audit will have an additional fee of $4,000 for each audit. If no single audit is required, there will be no additional fee.

CRA
When a standalone audit is required, there will be an additional fee of $2,000 for the CRA.

RIGHT TO TERMINATE

The City has the right to terminate services at any time.

The City's only financial responsibility to us upon termination is to pay for all services completed to date and provide reasonable notice of termination.

STATUTE OF LIMITATIONS

Notwithstanding the terms of this agreement each year's audit is a standalone engagement subject to the terms of its own engagement letter and its own statute of limitations.

We appreciate the opportunity to be of continued service to the City. If you have any questions, please let us know. If you agree with the terms of this proposal, please sign below.

Signature

Name: Caleb Perla, CPA_____

Title: Partner_____

Powell and Jones CPA

Signature_____

Name:_____

Title:_____

City of Dunnellon, Florida

City of Dunnellon

Agenda Summary Form

Meeting Date: October 16, 2024

1. Responsible Department: Community Development
2. Presenter: Ron Brown, Community Development Supervisor
3. Recommended Action: Historic Preservation Board Appointments

Subject: Appointments for Historic Preservation Board Members

Request for Approval Summary Explanation & Background:

1. Wilton Martins term expired on January 22, 2024. Mr. Martins is eligible for re-appointment and wishes to continue as a full member.

    - Upon consideration and successful motion to approve, re-appoint Mr. Martins to a full member of the Historic Preservation Board for a three-year term, effective January 22, 2024, to January 22, 2027.

2. Ms. Jane Keeles' term expires on November 8, 2024. Ms. Keele has submitted her resignation and has declined reappointment to the Historic Preservation Board.

3. Ms. Angie Rosier currently serves on the Historic Preservation Board as a 1st Alternate. Ms. Rosier wishes to be promoted to a full member.

    - Upon consideration and successful motion to approve, appoint Ms. Rosier as a full member (Member 5) of the Historic Preservation Board for a three-year term, effective November 8, 2024, to November 8, 2027.

The staff recommends that this item be approved.

Procurement Method: **N/A**

Fiscal Information: **N/A**

Attorney Review: **N/A**

City of Dunnellon

Agenda Summary Form

Meeting Date: October 16, 2024

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Accept the offer submitted by Practical Behavioral Solutions in the Amount of $25,000 in response to Bid #BID2024-05 for surplus property identified as Parcel Number 3380-1359-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

Subject: Sale of Surplus Property

Request for Approval Summary Explanation & Background:

On April 10, 2024, Council passed Resolution #RES2024-15 allowing for the disposal of the property located at the corner of Ohio and Chestnut Streets, Marion County Parcel ID No. 3380-1359-00. Council further directed staff to advertise and solicit offers for the sale of this property in accordance with Chapter 163.380, Florida Statutes.

One offer was received from Practical Behavior Solutions on September 16, 2024, in the amount of $25,000. The assessed market value of the property by the Marion County Property Appraiser is $24,116. The surplus property is adjacent to PBS, and they currently utilize it for needed parking.

A special CRA meeting must be held in order for the CRA Board to propose a motion as follows:

Proposed Motion: In accordance with and having considered the criteria set forth in 163.380(2), Florida Statutes, I move to recommend that City Council accept the offer submitted by Practical Behavioral Solutions in the Amount of $25,000 in response to Bid #BID2024-05 for surplus property identified as Parcel Number 3380-1359-00 by the Marion County Property Appraiser and authorize preparation of the closing documents.

DUNNELLON POLICE DEPARTMENT

MEMORANDUM

To: City Council
From: Captain Bray
Subject: Approval of Lexipol as Vendor for Policy Development.
Date: 10/01/2024

I have attached the contract for your review, Andrew Hand has reviewed and approved with some changes. I have also attached the memo of the three quotes submitted to you on August 26/2024.

I'm asking for approval to move forward with the contract for policy development with Lexipol for a total of $25,852.

Thank you for your consideration in this matter.

DUNNELLON POLICE DEPARTMENT

MEMORANDUM

To: Dunnellon City Council
From: Captain - Ron Bray
Subject: Policy Quotes from Vendors
Date: 08/26/2024

After the brief discussion on August 14,2024 council meeting, all the feedback that was provided I was able to go back and review vendor quotes and compare. The components I took away for the discussion is as follows:

1. Publish legally defensible policies that are customizable for the Police Department.
2. Policies align with accreditation agencies for law enforcement.
3. Provide continued updated support/tracking and training.

We reviewed three vendors:

Lexipol- Lexipol provides a full library of customizable, state-specific law enforcement policies that are updated in response to new state and federal laws and court decisions. Our online training platform delivers courses and videos designed to meet police training requirements to attain officer competency and compliance tracking. Thus, providing a strong Risk Management mitigation of litigation. Provides the platform for accreditation compliance and tracking.
Cost $25,852.00

Power DMS- Power DMS provides a full document management system for policies and procedures with on-line training learning management systems (LMS).
Cost: $19,110 per year

Accreditation Academy LLC- provides policy review and assistance with accreditation process with onsite visits.

Cost: $49,999.92 per year

My recommendation is to utilize Lexipol as they have the most experience in policy development and training.

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name:	~~Dunnellon Police Department~~City of Dunnellon
Agency's Address:	Dunnellon Police Department 12014 S Williams St Dunnellon, Florida 34432
Attention:	Captain Ron Bray
Sales Rep:	Jean Farmer
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	(to be completed by Lexipol upon receipt of signed Agreement)

Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service
~~(c)~~(d) **Exhibit C** – Human Trafficking Affidavit

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

~~City of Dunnellon~~	Lexipol, LLC
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Lexipol LE Policy and PoliceOne Academy Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 8,330.00	10%	USD 833.00	USD 7,497.00
1	Law Enforcement Accreditation Workbench Basic (12 Months)	USD 0.00		USD 0.00	USD 0.00
10	PoliceOne Academy Annual Rate (12 Months)	USD 99.00	10%	USD 99.00	USD 891.00
	Subscription Line Items Total			**USD 932.00**	**USD 8,388.00**
				USD 932.00	**USD 8,388.00**

Lexipol LE Policy and PoliceOne Academy Subscription Discount:	USD 932.00
Lexipol LE Policy and PoliceOne Academy Subscription TOTAL:	USD 8,388.00

Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 21,830.00	20%	USD 4,366.00	USD 17,464.00
	One-Time Line Items Total			**USD 4,366.00**	**USD 17,464.00**
				USD 4,366.00	**USD 17,464.00**

Implementation Discount:	USD 4,366.00
Implementation TOTAL:	USD 17,464.00

Discount Notes
Bundle Policy/OLL

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. **Definitions**. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 **"Agency"** means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 **"Agency Data"** means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 **"Agreement"** means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **"Custom Agreement Terms"** refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 **"Effective Date"** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

1.6 **"Initial Term"** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 **"Lexipol Content"** means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 **"Services"** means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. **Term; Renewal**. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. **Termination**.

3.1 **For Convenience; Non-Appropriation**. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.[1]

3.2 **For Cause**. This Agreement may be terminated by either Party, effective immediately, (a) in the event the other Party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other Party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 **Effect of Expiration or Termination**. Upon the expiration or termination of this Agreement for any reason, Agency's

[1] Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

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access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either Party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")[2], Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU. [3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

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incorporated into Agency's final policies[3], including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

7. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly ~~and solely~~ out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms**.

10.1 **Entire Agreement**. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either Party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both Parties.

10.2 **General Interpretation**. The terms of this Agreement have been chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed equally against each Party without regard to any presumption or rule requiring construction against the Party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions**. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the Parties agree that the reviewing authority should endeavor to give effect to the Parties' intention as reflected in such provision to the maximum extent possible.

[3] NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

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~~10.3.1~~ **Governing Law & Venue**. Each Party shall maintain compliance with all applicable laws, rules, regulations, and orders relating

10.4 to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located (Florida), without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue for any action commenced hereunder shall lie in the Marion County, Florida or the United States District Court for the Middle District of Florida, as appropriate.

10.5 **Assignment**. This Agreement may not be assigned by either Party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a Party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Public Records**. Pursuant to § 119.0701, *Florida Statutes*, Lexipol agrees to:

10.6.1 Keep and maintain public records in the Lexipol's possession or control in connection with the Lexipol's performance of services under this Agreement.

10.6.2 Upon request from Agency's custodian of public records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.

10.6.3 Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term and following completion of this Agreement, until the records are transferred to Agency.

10.6.4 Upon the termination or natural expiration of this Agreement, either transfer, at no cost to Agency, all public records in the Lexipol's possession or keep and maintain the public records in accordance with all applicable statutory requirements for retaining public records. In the event of transfer, Lexipol shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.6.5 All records stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with Agency's information technology systems.

~~10.3.2~~**10.6.6** **IF LEXIPOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LEXIPOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF DUNNELLON'S CUSTODIAN OF PUBLIC RECORDS AT (352) 465-8500 EXT. 1005; MODOM@DUNNELLON.ORG; 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431.**

10.7 **Public Entity Crime**. Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to contract with Agency, nor be allowed to enter into a subcontract for work under this Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Lexipol hereby affirms that neither Lexipol nor any of Lexipol's affiliates or subcontractors are on the convicted vendor list. Lexipol shall notify Agency immediately if Lexipol, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Contract. Lexipol acknowledges that failure to comply with this provision may result in termination of this Contract and other penalties as provided by law.

10.8 **Scrutinized Companies**. Pursuant to § 287.135, *Florida Statutes*, Lexipol hereby certifies that Lexipol is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Lexipol further agrees that Lexipol will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies,

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or affiliates of such entities or business associations, that exist for the purpose of making profit." Lexipol certifies that none of Lexipol's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Lexipol, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, Lexipol shall immediately notify Agency. Lexipol acknowledges that failure to comply with this provision, including any false certification, may subject Lexipol to civil penalties, termination of the Contract, and other remedies available under the law.

10.9 Employment Eligibility Verification. Pursuant to § 448.095(5), *Florida Statutes*, Lexipol is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Lexipol shall also require all subcontractors performing work under this Contract to use the E-Verify system for any newly hired employees. Lexipol shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with § 448.095, *Florida Statutes*. Lexipol shall retain a copy of the affidavit for the duration of this Contract and provide it to Agency upon request. Lexipol hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Lexipol shall provide evidence of such registration and compliance. Lexipol acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Contract and other penalties as provided by law.

10.10 Human Trafficking Affidavit. Lexipol hereby certifies that Lexipol does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that Lexipol has provided to Agency the Human Trafficking Affidavit, attached hereto as Exhibit "C", and incorporated herein by reference.

~~10.4~~10.11 **Waiver**. Either Party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

~~10.5~~10.12 **Notices**. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid)
to known, authorized recipients at such address as each Party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving Party.

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EXHIBIT "C"
HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Dunnellon** (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

_____ _____
Authorized Signature Entity

_____ _____
Printed Name Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

_____ _____
NOTARY PUBLIC

City of Dunnellon

Agenda Summary Form

Meeting Date: October 7, 2024

1. Responsible Department: Finance
2. Presenter: Jan Smith
3. Recommended Action: N/A

Subject: Impact Fee Implementation

Request for Approval Summary Explanation & Background:

On September 10, 2024 staff had a conversation with Joe Williams of Raftelis Financial Consultants, Inc. This is the consulting firm that assisted the City with creation and implementation of the impact fee for Police. The following are the steps required for future impact fee implementation:

1. Council Meetings to decide what the needs are and develop a CIP.
2. Hire a Consultant- Consultant provides required steps to be taken, study will determine fee amount. It is a necessity to hire professional assistance with this as impact fees must be designed to be defensible in a court of law.
3. Consultant reviews completed study with Council.
4. Ordinance to adopt impact fee.

Impact fee study needs to consider improvements to accommodate new developments and be reflected in the capital plan.

City can collect transportation impact fees even though the County already does if City infrastructure is impacted by new development; new roads, turn lanes, reconfiguring intersections, etc.

City can propose a development agreement making streets in a new development the responsibility of the developer. Impact fees cannot be collected for maintenance of existing roads.

Note: Impact fees are for increases to capacity only. The City can collect fees. However, if not used within 10 years of collection they must be refunded.

Procurement Method: N/A
Fiscal Information: N/A
Attorney Review: N/A

RESOLUTION #RES2024-32

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

WHEREAS, The City of Dunnellon has certain property that is considered as surplus; and

WHEREAS, The City of Dunnellon wishes to dispose of said property via Weeks Auction Co. and Agreement #AGR2022-02 with Technology Conservation Group.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dunnellon, Florida, on this 16th day of October 2024, that:

1. The property outlined in "Exhibit A" identified as miscellaneous electronic equipment is declared as surplus and shall be disposed of as outlined in Agreement #AGR2022-02 with Technology Conservation Group.
2. The property outlined in "Exhibit B" identified as miscellaneous office supplies and equipment is declared as surplus and shall be disposed of via Weeks Auction Co. of Ocala located at 4851 FL-40, Ocala, FL 34482.
3. The property outlined in "Exhibit C" identified as Mowers & Trailer is declared as surplus and shall be disposed of through the sealed bid process.

Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 16th day of October 2024.

ATTEST:

_____
Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON, FLORIDA

_____
Walter L. Green, Mayor

Approved as to form:

_____
Andrew J. Hand, City Attorney

First Draft Council Workshop October 7, 2024

EXHIBIT A - ELECTRONIC SURPLUS EQUIPMENT					
	DESCRIPTION	**BRAND**	**MODEL**	**ID#**	**OTHER**
	Cell Phone				
9	Cell Phone	Apple IPhone	A1387	BCG-E2430A	579C-E2430A
1	Cell Phone	Apple IPhone	A1532	358823057656566	BCG-E2644A
1	Cell Phone	Apple IPhone	A1532	358823055389327	
1	Cell Phone	Apple IPhone	A1532	358821054313181	
1	Cell Phone	Apple IPhone S	A1688	BCG-E2946A	IC:579C-E2946A
1	Cell Phone	Apple Iphone SE	A1662	355798075505271	IC:579C-E2946A
2	Cell Phone	Apple Iphone	A1349	EMC#2422	FCC ID:BCG-E2422A
4	Cell Phone	Samsung	4G LTE	Unavailable	VERIZON
4	Cell Phone	LG 4G LTE	CE0168	ZNFVS980	LG-VS980
1	Cell Phone	LG 4G LTE	CE0168	353852063206210	LG-VS980
1	Cell Phone	LG 4G LTE	CE0168	353852061486415 ?	LG-VS980
2	Cell Phone	Motorola	4G LTE	0	Verizon
2	Cell Phone	Motorola	4G LTE	286-2327	Verizon
1	Cell Phone	Samsung	Galaxy SIII	0	4G LTE
1	Cell Phone	Samsung	Galaxy S4	0	4G LTE
1	Cell Phone	Samsung	Galaxy S5	0	with black cover
1	Cell Phone	Samsung	Galaxy S5	0	with white cover
1	Cell Phone	Samsung	Galaxy S7	0	
1	Cell Phone	Samsung	Galaxy S7	0	
1	Flip Phone	Kyocera	E4610	9900061645600020	SKU:KYOE4610PTT
1	Flip Phone	Kyocera	E4610	990006164560145	SKU:KYOE4610PTT
1	Flip Phone	Kyocera	E4610	990006164559980	SKU:KYOE4610PTT
1	Flip Phone w/Cord	Kyocera	E4620	990006164847849	SKU:KYOE4610PTT
1	Flip Phone w/Cord	Kyocera	E4810	015588005828352	SKU:KYOE4810
	Hot Spots				
1	MiFi 8800L	Verizon	MiFi 8800L	990009316352205	inseego
1	MiFi 8800L	Verizon	MiFi 8800L	990016879221297	inseego
1	Orbic Speed	Verizon	RC400L	359702495283671	SKU:ORB400LBVZRT
1	Orbic w/cord	Verizon	RC400L	359702495164582	SKU:ORB400LBVZRT
1	Orbic w/cord	Verizon	RC400L	359702495244053	SKU:ORB400LBVZRT
1	Orbic w/cord	Verizon	RC400L	359702495201319	SKU:ORB400LBVZRT
1	Orbic w/cord	Verizon	RC400L	359702495241729	SKU:ORB400LBVZRT
1	Orbic w/cord	Verizon	RC400L	359702495244194	SKU:ORB400LBVZRT
	Headsets				
6	Panasonic Headsets for Cordless Phones	KX-TCA60 / Black			
1	Yealink Easy VOIP Headset YHS32	YHS3211070000740			
1	Yealink Headset	YHS3212110000491			
1	Yealink Headset	YHS3212010000607			
7	Cyber Acounstics Monaural Headsets	646422300023	C375-AC-100B		
5	Misc Headset Cords				
2	Partial Headset Parts				
2	Plugs to Unknown				
	Miscellaneous				
1	Optiplex 7010 CPU	Dell		Prod Key: TV43DMTCTB-CK7YQ-QGMKB-9BC7V	SVC Tag: C4QZVV1; SVC Tag: 26408597005; City Invt Sticker: 20200022
1	Optiplex 7010 CPU	Dell	3Y95X1	00186-205-078-984	Svc Code: 8601559669 **Sticker 2020012**
1	Optiplex 7010 CPU	Dell	3y95X1	00186-084-482-062	Svc. Code: 2921144725 **Sticker 20200035**
1	Monitor	LG Flatron	N1742LP	007NDGLFP399	
1	Laser Printer	Dell	B2360dn	CN:0k2JJD-48730-2BH-01UR	
1	Printer Color Wave 300 (Maps, Plans, etc)	OCE	Model CW300	330401500	
1	Printer/Copier-Color	Kyocera	Model: KM2050	Mach#AHL3044611	
1	Ball Mouse	Logitech	M570	IC4418A-TR0001	
1	Mouse	Dell	N231	CN-09RRC-44751-07D-0FN6	
1	Mouse	Dell	N231	CN-09RRC7-44751-07F-021J	
1	Mouse	Dell	N231	CN-09RRC7-48723-1BU-07LH	
	Mouse		MO-M10U	TMJS014062502744	
1	Mouse	Dell		HC7380COW76	
1 Set	Speakers (2)	Dell		CN0R125K4822093H06ZQ	
1	Infinity Play				Dictation Foot Pedal
1	Computer Keyboard			6 1/4" x 18"	
1	Keyboard	Dell	Model L-100	CN0RH659735717B508Z4	
1	Keyboard	Dell		CN0644G3A0376Q0B22A03	
1	Keyboard w/cord	Dell		CN:ORKRON716165951AY7	
1	Keyboards w/cords	Dell		CN:ORKRON716165951AY7A01	
1	Keyboard	Logitech		SN:1846SY03NMT8	no cord
1	Keyboard	Compac	KU9963	PN:302696008 DOM	
1	Calculator	Sharp	EL-175V	1D017	battery operated w/ac adapter
1	Calculator. Electric	Sharp	Compet QS-2760H	3D006298	
1	Remote headset lifter	Jabra	GN1000	WHB003BS	SKU 920-65-508-105
1	Remote Headset Lifter	Jabra	GN1000	0DYC0VUL3HB	SKU 01-0369
1	Portable Phone Amplifier		Clear Sounds WIL95	IL9511110100585	
1	Personal PA R35 Receiver		Williams Sound	PPA R35E-00 72.9 MHz Ch 13	
1	UHF Receiver w/Microphone	Nandy	CE0197	542030585	Wireless
3	Microphones w/attachable cord	Radio Shack		(1) Highball 33-984D & (2) IMP 6000	
1	Microphone			33-986A	Realistic Highball 7
1	Projector	Infocus	LP425z	5KW10900034	
1	Magicard - ID Badge Maker	Magicard		63F2464	
1	Magicard - camera	Magicard		20160704320	
1	Scanner	Fujitsu	fi6130Z	697647	
1	Slimline Phone	GE		292536E1-B	
1	Scanner	Fujitsu	fi5120C	077947	
1	ID Badge Camera				
1	Starmail Voice Processing System	Samsung	Prostar 816 Plus ksu	219D250003 - KP408HMR3STR	
1	Small Surge Protector Cord			PTSB04 /E115183	
1	Small Surge Protector Cord			PS664BG02153	
1	Power Sentry Surge Protector Cord		Model 101	SN:040191	
1	Tower Surge Protector Cord		Square shaped	C664502 44CB	
9	Imation 2HD diskettes		IBM Formatted	Needs to be Wiped	
1	Waltham Wall Clock	Battery Operated	12888		
1	AcroPrint FC100 ProPunch Time Clock	5831518SC	Fingerprint Attendance Terminal		
2	Memorex CD-4				
1	Maxell 60 min Mini DV Cassette		unopened		
16	Office Depot 2HD Diskettes		IBM 3 1/2"		
1	Verbatim CD-R Compact Discs				
1	Memorex Ultra Speed CD-RW	3202-3426	5 per Pk - Rewritable		

EXHIBIT B - OFFICE SUPPLIES AND EQUIPMENT

QTY	DESCRIPTION	ID#	OTHER		
15	Phone Cases		Various Brands		
3	Metal File Sorter Rack				
1	Metal File Sorter Rack				
1	Eldon Plastic File Sorder				
1	Small Metal Sorter Rack		Envelope Size		
14	Phone Covers		various sizes & brands		
1	Tablet Cover, 5" x 8 1/2"				
1	Otter Box Tablet Cover 5" x 8 1/2"		hard cover		
1	Metal Foldable Book Stand				
1	Quill Stapler		Standard Desk Top Stapler		
1	Master Products Mfg	Model 1325	Heavy 3-Hole Punch		
1	3-Hole Punch	Mutual 20	ACCO		
1	2-Hole Punch	Model 50	ACCO		
1	2-Hole Punch / Metal		ACCO		
1	2-Hole Punch / Hvy Plastic		ACCO		
1	Softalk Shoulder Rest	Model 00101M	for attach to Desk Top Phone		
1	Keyboard Arm Rest	432426-0000	Microsoft		
1	Fellows Floppy Diskette Tray	#90612 w/lock	w/2 keys (never used ?)		
1	4"x4" Note Holder w/drawer				
1	VHS Tape - Scotch T-120	HS/T-120	New/unopened		
1	HP Ink Cartridge - Black	#45	New/unopened		
1	SDI Rotate Organizer		Rotating w/10 Compartments		
2	Plastic Wall File		7 1/2 " x 18"		
1	Staples Desktop Copyholder	Model ST61704-CC	Up to 8 1/2" x 14" copy		
1	Radio Shack Rechargeable Lead-Acit Battery	ES4-12	23-289 /SY7J288		
1	CD Case		6"x6" Zippered, 12 sleeves		
1	ACCO/Viking Office Product, 9 1/2" x 11" Binders	#56211 Dark Blue	Partial Box		
1 Box	UIC Hanging Folder Frames	HF-LT #98620,	6 steel letter size		
1 Set	UIC Hanging Folder Frames	HF-LT-1 Stock#91991			
2	Smead Hanging Folder Frames	R78-2 #64855			
14	Hanging Folder Frames		loose		
8	Hanging Folder Frame Cross Bars				
5	Viking 54B Binders		3 1/2" wide		
1	Super Rib Binder		3 1/2" wide		
1	Binder		2 3/4" wide		
3	Binders		2" wide		
1	Binder		1 1/2" wide		
1	Ibimatic book binder	4D80998			
9	Binding comb boxes				
2	Binding covers				
2	Laminating Pouches				
1	Pack of Cleaning Cards				
2	Box of ID Badge Cards				
1	Cash drawer		no key		
1	Cash Box, metal		with key		
3	Cords				
4	Metal Map/Plans Cabinets		5 Drawers		
3	Metal File Cabinets		5 Drawers		
2	Boxes Toner	TK411	for KM 1620		
1	RT Renewal Toner Cartridge	RT-CE285A	Black - HP Use		
1	Xerox Metered Tone Cartridge	NV8035398KKH Versalink: 7025/B7030/B7035	106RO3392		
1	Metal Podium		Very Small		
1	Master Product 3-Hole Punch		heavy, metal		
1	Stanley Bostich Stapler	Model B310HDS	Up to 150 sheets; 5/8" staples		
1	Abel 2-Hole Punch				
1	Metal File Stacker		6 slots		
3	ShopVac Disposable Filter Bags		5-8 gallon size		
3	Stackable Plastic File Boxes				
1	Wall Hanging File Holder				
1	Office Max CD Envelopes	OM98131	5"x5"		
2	Plastic CD Cases				
1	Safeco Suggestions Pads	4231-41	Card Refill		
10	Self Adhesive Fasteners		2" Capacity		
1 Box	JWOD Fasteners	7510-00291-0140	1 HD 2 3/4" Capacity		
1 Box	ACCO Fasteners	12991	2 3/4" wide / 1" Capacity		
9	White 9"x 12" Envelopes				
2 Box	3M Transparecy Film	CG3460 for HP Color Ink Jet Printers			
1 Box	HP Transparency Film	HPC3834A			
1 Box	RH Sales Transparency Film	PCTD95	8 1/2" x 11"		
3 Pgs	Numbers/Letters & Symbols	Prism HyKo			
2 Box	Office Depot Sheet Protectors	498-811	8 1/2" x 11"		
50	Rolodex Transparent Card Protectors	TPB-35	315 cards		
Partial	Narrative Pad				
Partial	Mead Tracing Paper	54204	9" x 12"		
1 Pkg	Quill Hanging Data Binders		5 to Pkg - 9 1/2" x 11		
9 Pkg	Pen&Gear File Dividers w/Tabs	Clear	5 to Pkg - 8 1/2" x 11		
21 Pkg	Pen&Gear File Dividers w/Tabs	Colored	5 to Pkg - 8 1/2" x 11		
	Dividers A-Z (1) 21 Misc	Colored	open Pkgs		
2	Wilson Jones Things to Do Pads	601-21			
1 Pkg	Office Depot Laser Presentation Paper	503-312	8 1/2" x 11" Opened		
1 Pkg	Avery White Filing Labels	5366	1/3 Cut 2" 30/page		
1 Pkg	Avery White Filing Labels Laser	5294	Open Pkg		
1 Pkg	Avery Removable File Laser	6466	2/3" x 3 7/16" - Open Pkg		
1 Box	Stables White Mailing Labels	18057	2 5/8" x 1" - Open Pkg		

1 Box	Avery White Easy Peel Address Labels	8460	2 5/8" x 1" - Open Pkg		
1 Pkg	Avery Clear Easy Peel Return Addresses	5667	1/2" x 1 3/4" 25 sheets		
1 Box	Staples White Mailing Labels		2" x 4"		
1 Pkg	Pen&Gear White Card Stock		8 1/2" x 11" - Open Pkg		
1 Box	Gold Greentone Card Envelopes		5 7/5" x 8 7/5" - Peel & Stick	Open Pkg	
1Pkg	Avery White Mailing Labels	18160	1" x 2 5/8"		
1 Pkg	Avery White Filing Labels	8479	1/3 Cut		
1Pkg	Avery Mailing Labels	18167	1/2" x 1 3/4"		
1 Pkg	Avery File Folder Labels	05215 Multi Colored	FF3Multi 1/3 cut		
1Pkg	Avery File Folder Labels	05203 Green	FF3G 1/3 cut		
1 Pkg	Avery Reinforcement Labels		Standard Size Punched Holes		
1 box	Avery Permanent Self Adhesive Dots		1/4"		
1 Box	Avery Self Adehsive Dots	05791	Green		
1 box	Avery Self Adehsive Dots	05793	Dark Blue		
1 box	Avery Self Adehsive Dots	05790	Red		
1 box	Avery Self Adehsive Dots	05792	Yellow		
1 box	Dennison Self Adhesive Dots	43-148	Light Blue		
4 Shts	Avery Notarial & Certificate Seals		Round - Gold		
1Pkg	Avery Self Sticking Tab Inserts		Clear - 2" x 1/3"		
1 Pkg	Smead Blan Tab Inserts	CH35	White 1/3 cut		
1	Pink Picture Frame w/Print				

EXHIBIT C - MOWERS & TRAILER

VEHICLE						
YEAR	**MAKE**	**MODEL**	**BODY**	**SN/VIN/MODEL**	**ASSET TAG #**	**DEPT**
1999	Triple Crown	Lawn	Trailer	27501206080991908		PW
Scag	Turf-Tiger II	61" Zero-Turn	Mower	M0302304/STTII-61V-26CH-EFI	58	PW
Scag	Tigercat 25hp	48" Zero-Turn	Mower	E9300081/STC48V25CVSS	13	PW