Agenda
City of Dunnellon
City Council Meeting
August 14, 2024, 5:30 PM

Dunnellon City Council meeting will be held on August 14, 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 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, August 7, 2024. The agenda was amended on Monday, August 12th to add backup to item #4 a.

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.)

Approve the City Clerk and Police Chief 's evaluations and budgeted merit increase

Documents:
City Clerk Annual Evaluation.pdf

Police Chief Annual Evaluation.pdf

Authorize the Mayor to sign Agreement #AGR2024-20, Waste Management Inc. of Florida

Documents:
Agreement AGR2024-20 Waste Management.pdf

Authorize the Mayor to sign Agreement #AGR2024-21, eda consultants, inc.

Documents:
Agreement AGR2024-21 eda consultants.pdf

Authorize the City Clerk to appoint Schonna McLean to the position of Finance Officer

Documents:
Agenda Summary for Finance Officer Appointment.pdf

Authorize the establishment of additional contingency for the Granada and Palmetto Way Road Project in the amount of $55,000 utilizing Gas Tax Replacement Equity for a total contingency amount of $73,183

Documents:
Agenda Summary for PaveRite Change Order #2.pdf

Authorize the City Clerk and Public Works Manager to jointly approve future change orders, not to exceed project contingency amount of $73,183 on Agreement #AGR2024-14 with Pave-Rite, Inc., for The Granada and Palmetto Way Road Project

Approval of Minutes

Documents:
April 1, 2024 Workshop.pdf
April 10, 2024 Meeting.pdf

1. **Regular Agenda**

1.a FY2023-2024 Third Quarter General Fund Budget Update - Jan Smith, Finance Officer

Documents:
Agenda Summary for FY2023-2024 General Fund Third Quarter Budget Update.pdf

Public Hearing Statement

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

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

the body; or otherwise interfering with the orderly conduct of meetings.

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

Follow Public Hearing Notes - Public comment taken during public hearing

2. **Ordinances**

2.a Public Hearing - Ordinance #ORD2024-05 Parking Fines (Advertised in the Riverland News on August 2, 2024 and Posted on the City Website on July 24, 2024)

Final Reading Ordinance #ORD2024-05 Parking Fines

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2024-05 be read by title only.

Proposed Motion: I move Ordinance #ORD2024-05 be approved.

Documents:
Parking Fines - Business Impact Statement.pdf
Ordinance ORD2024-05 Parking Fines_Final Draft.pdf

2.b Public Hearing - Ordinance #ORD2024-06 Boating Fines (Advertised in the Riverland News on August 2, 2024 and Posted on the City Website on July 24, 2024)

Final Reading Ordinance #ORD2024-06 Boating Fines

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2024-06 be read by title only.

Proposed Motion: I move Ordinance #ORD2024-06 be approved.

Documents:
Boating Fines - Business Impact Statement.pdf
Ordinance ORD2024-06 Boating Fines_Final Draft.pdf

2.c First Reading Ordinance, #ORD2024-07, Alcoholic Beverages

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2024-07 be read by title only.

Proposed Motion: I move Ordinance #ORD2024-07 be approved.

Documents:
Alcohol Beverages - Business Impact Statement.pdf
Ordinance ORD2024-07 Alcoholic Beverages_First Draft.pdf

3. **Resolutions**

3.a Resolution #RES2024-21, Personnel Manual Amendment

Accept Public Comment

Proposed Motion: I move Resolution #RES2024-21 be read by title only.

Proposed Motion: I move Resolution #RES2024-21 be approved.

Documents:
Resolution RES2024-21 Personnel Manual Amendment_Salary Classification Plan.pdf

3.b Resolution #RES2024-22, Surplus Equipment

Accept Public Comment

Proposed Motion: I move Resolution #RES2024-22 be read by title only.

Proposed Motion: I move Resolution #RES2024-22 be approved.

Documents:
Resolution RES2024-22 Surplus Equipment.pdf

4. **Staff Agenda Items**

4.a Police Department A/C Upgrade

Documents:
Agenda Summary-Police Department AC replacement and duct work repair.pdf

5. **Council Agenda Items**

5.a Blue Run Park Management Letter

6. **Department Reports**

7. **Council Liaison Reports and Comments**

8. **City Attorney Report**

Adjourn

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

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION

WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON CHARTER OFFICERS

ANNUAL PERFORMANCE APPRAISAL for period 06/29/2023 – 06/29/2024

Charter Officer Name: Amanda Odom Charter Officer Title: City Clerk

JOB PERFORMANCE RATINGS

This outline is provided to assist the Dunnellon City Council in evaluation of the City's Charter Officers in multiple categories. Use the following performance level definitions as guidelines:

1.0 Unacceptable: A Charter Officer who receives this rating consistently fails to meet job requirements. Charter Officer demonstrates unwillingness or inability to improve.

2.0 Needs Improvement: A Charter Officer who receives this rating does not consistently meet job requirements. Performance results are inconsistent. Performance often fails to meet the job requirements. Charter Officer demonstrates some willingness or ability to improve.

3.0 Satisfactory: A Charter Officer who receives this rating demonstrates a satisfactory level of performance. Performance results are consistently at acceptable levels and regularly meet the job requirements. Charter Officer demonstrates willingness and ability to meet an acceptable performance level.

4.0 Above Satisfactory: A Charter Officer who receives this rating meets all job requirements and regularly exceeds job requirements. Charter Officer demonstrates a desire and ability to exceed the standard performance level and often does more than what is expected.

5.0 Excellent: A Charter Officer who receives this rating consistently demonstrates effective performance above and beyond the normal expected level of achievement. Performance is seen as strong. Charter Officer seeks out opportunities for ways to better achieve results and consistently demonstrates an exceptional desire and ability to exceed standard performance.

1. ADMINISTRATION AND ORGANIZATIONAL MANAGEMENT:

The ability to structure the department(s) and plan and organize its work in such a way as to meet the municipal service needs effectively and efficiently; those of City Council, other charter officers, department heads, employees, advisory board members and citizens, and carry out the goals and policies adopted by the City Council.

Combined Rating: 4.8

Mayor Green: Our City Clerk has the experience and ability to provide excellent administration of our City clerk's office. I am pleased with her success.

Vice Mayor Inskeep: Mandy's expertise, knowledge and demeanor is the glue (not a very flattering term, I just couldn't think of a better one) that keeps the departments and council in sync and moving in the best direction to provide support and guidance for the many entities that work with the city (residents, businesses, contractors, utilities and other government agencies). This is a day in – day out process to continually overcome hurdles so the city can provide the best services for all.

Councilman Lehmann: Everything is in place for each meeting. Amanda has a great rapport with her staff, and they all appear to be on the same page.

Councilwoman Hanchar: Working with staff to keep departments functioning thru various conditions. No replacement for Community Development Mgr. Thinking outside the box of normal working styles.

2. BUDGETING AND FINANCIAL MANAGEMENT:

The ability to develop and monitor departmental budgets reflective of the requirements of the City organization to provide services at a level intended by City Council. Suggests appropriate use of available funds, conscious of the need to operate the City effectively and efficiently.

Combined Rating: 5.0

Mayor Green: The team effort of her staff continues to implement cost saving through reserve and diligence.

Vice Mayor Inskeep: Mandy is very budget conscience, considers the budget impact with every decision and recommendation. Mandy is very proactive with both developing budgets and providing budget spending oversite.

Councilman Lehmann: Amanda routinely answers questions raised by council members pertaining to costs and procedures. She appears to have a good working knowledge of how the process of government works and regularly advises that some courses of actions may not be appropriate and often makes better suggestions.

Councilwoman Hanchar: Budgets have been adhered to and works with staff to save on expenses has been a success. Diligently worked to find a new finance officer in advance of vacancy. Forward thinking!! Worked on saving look at Attachment A for RFPs.

3. POLICY AND PROGRAM DEVELOPMENT:

Demonstrates the ability to recommend policies and programs to enhance the city's goals and objectives. Assists the Council in establishing policy, acknowledging the Council has ultimate authority in policy creation.

Combined Rating: 4.8

Mayor Green: no comment

Vice Mayor Inskeep: Mandy's understanding and knowledge of City/County/State policies/programs are key for correct Council decision making. Mandy excels at informing Council members and others of applicable policies with no bias.

Councilman Lehmann: As stated above she provides exceptional guidance to the council.

Councilwoman Hanchar: Refer to Attachment A.

4. EFFECTIVE DECISION MAKING:

Makes good decisions in a timely manner based upon a mixture of analyses, wisdom, experience and judgement, often times under tight deadlines and pressure; is regarded wise, thorough and generally correct and accurate; sought by others for advice and solutions.

Combined Rating: 4.8

Mayor Green: There are always unknowns in her profession. Mandy is well versed in adjusting to difficult developments.

Vice Mayor Inskeep: Mandy is the epitome of this category. Day in, day out Mandy "makes good decisions in a timely manner based upon a mixture of analyses, wisdom, experience and judgement, often times under tight deadlines and pressure; is regarded wise, thorough and generally correct and accurate; sought by others for advice and solutions."

Councilman Lehmann: This is hard for me to access as I only see her at meetings, workshops and occasional visits where I have questions. Based on the fact that we hear nothing about the internal workings of City Hall and any disagreements or problems, or poor decisions, I would say she runs an effective ship.

Councilwoman Hanchar: Refer to Attachment A.

5. EMPLOYEE RELATIONS AND STAFF DEVELOPMENT:

Demonstrates the ability to recruit and retain high quality personnel, to set a high standard of performance for employees, and to foster a sense of commitment to providing a high level of public service to the citizens.

Combined Rating: 4.8

Mayor Green: I am well pleased with her entire staff and their performance.

Vice Mayor Inskeep: Mandy has a high bar for the performance of the employees, to foster a sense of commitment to providing a high level of public service to the citizens. When speaking with the city employees, it is evident they have great amount of respect for Mandy.

Councilman Lehmann: Based on the fact that there is no employee turnover other than through retirement and the fact that in her absence staff can usually answer the presented questions, I feel she is doing a more than adequate job as staff leader.

Councilwoman Hanchar: The staff that Mrs. Odom has brought to the City have excelled at their jobs. There is a high level of commitment from the employees to the City, Citizens, Council & each other. This speaks volumes of her leadership.

6. ETHICS AND INTEGRITY:

Models the City's core values. Conducts self in accordance with the ethical standards of the office of a Charter Officer. Maintains a high degree of integrity. Actions and decisions reflect high level of moral and ethical behavior.

Combined Rating: 5.0

Mayor Green: no comment

Vice Mayor Inskeep: Mandy's ethics and integrity are of the highest standards.

Councilman Lehmann: As I stated above, her comments and suggestions appear to follow the letter of the law with no grey areas.

Councilwoman Hanchar: This is never an issue to worry about with Mrs. Odom.

7. COMMUNICATION SKILLS:

Demonstrates effective oral and written communication skills, conveying ideas and information in a manner that is clear and concise and well organized. Keeps Council informed of critical issues. Willing to listen and open to constructive criticism. Maintains a positive relationship with the public and the press. Attempts to ensure an attitude and feeling of helpfulness, courtesy and sensitivity to public perception exists.

Combined Rating: 5.0

Mayor Green: Mandy sets the pace, and her staff represents her desires to effectively serve our citizens with courtesy and integrity.

Vice Mayor Inskeep: Mandy excels in this category.

Councilman Lehmann: She is the lynchpin of the organization and appears to work hard to keep everyone, not just the council advised on ongoing situations and actions being taken.

Councilwoman Hanchar: Mrs. Odom keeps the council informed & updated thru various formats. When in public she speaks well and from experience & educating herself on a subject being brought in front of Council. When in public, even while not working, she is professional and understands her presence in the community is a representation of her position with the City.

8. INTERACTION WITH MAYOR AND COUNCIL:

Maintains an open and trusting relationship with Council members, both collectively and individually, and responds to their concerns in an effective and timely manner. Plays a supportive role to the Mayor and Council in accordance with their directives as elected officials, without getting involved in partisan politics.

Combined Rating: 4.6

Mayor Green: no comment

Vice Mayor Inskeep: Mandy excels in this category, and this is NO small task especially with “revolving door” council members.

Councilman Lehmann: As stated above, interactive, sincere and professional with her interactions with the council.

Councilwoman Hanchar: Mrs. Odom is a huge asset to the entire council, assisting us when we need answers we have been asked by citizens, explaining the forms & laws that govern the council, keeping us updated. She has history of former councils’ reasons for actions taken. Can work with various Councils in a professional manner. The only negative is taking direction from individual members of council outside of the meetings. I understand taking suggestions and hearing us all out outside of council, however I believe changes to documents or removal of budget items is a whole council decision, even with the best of intentions from the various members of council.

9. INTERACTION WITH INTERGOVERNMENTAL AND PROFESSIONAL AGENCIES:

Maintains a positive relationship with other governmental agencies. Fosters a high level of respect for the City of Dunnellon. Takes an active role in professional organizations.

Combined Rating: 4.8

Mayor Green: I have witnessed Mandy’s excellent relationship with government agencies.

Vice Mayor Inskeep: Mandy interacts with other government agencies with the highest standard of intelligence, knowledge and behavior which has fostered a trusting and respected relationship between herself and the other agencies.

Councilman Lehmann: Amanda appears to have deep, stable contacts with other governmental agencies and gets cooperation from them.

Councilwoman Hanchar: Mrs. Odom is highly regarded with our community leaders, other governmental agencies local & state. Our staff as a whole is regarded in high esteem when working with other agencies or vendors, which again is a reflection of her leadership.

10. GOAL SETTING:

Effectively assists the City Council in establishing and implementing long and short-term goals for the City. Establishes goals for subordinates and supports efforts to maximize accomplishments. Meets or exceeds personal goals as determined by the City Council.

Combined Rating: 5.0

Mayor Green: I am pleased with Mandy’s relationship and ability to motivate her fellow employees.

Vice Mayor Inskeep: Mandy performed all goals from last year’s evaluation.

Councilman Lehmann: If her goal is keeping a city functional and working with a

minimum of personal disruption, she appears to have achieved that. The fact that it seems to go on like this year after year is a long-term goal that many other organizations cannot achieve due to the limitations of the people they have put in positions.

Councilwoman Hanchar: 1) Assisted this council working thru various council changes, keeping the City un-affected by these changes. 2) Searching for highly qualified finance officer to work w/Jan Smith on new programs/budget process, which in turn will make for an easier transition in December. 3) Re-assessing the Assistant City Clerks job description for better efficiency.

MOST SIGNIFICANT ASSET(S):

What do you feel are some of the strongest points, significant accomplishments and strongest leadership traits demonstrated by the Charter Officer?

Mayor Green: The ability to serve our citizens' needs and set a professional standard of excellence in Dunnellon.

Vice Mayor Inskeep: This would be a very long list that includes not only the above ten categories but also contract experience, resolution of the many daily issues that arise, maintaining professionalism in heated situations, etc. The City of Dunnellon is fortunate to have someone with Mandy's qualities as their City Clerk.

Councilman Lehmann: Personable, Knowledgeable and committed to making it all work together and getting all the employees of the city working together.

Councilwoman Hanchar: Her leadership is shown by all the staff & their accomplishments. Her ability to give credit to others. Excellent reputation throughout agencies, vendors new & current. Staying neutral in issues.

DEVELOPMENTAL AREA(S):

What areas of the Charter Officer's performance do you feel need growth and development? Do you have suggestions for improvement in these areas?

Vice Mayor Inskeep: Quit bossing Tim so much :)

Councilman Lehmann: No suggestions.

Councilwoman Hanchar: We all can continue to improve but there is not much I can say here. I would say continue to work on the Community Development department staffing, (no fault of hers).

GOALS FOR NEXT EVALUATION:

Use this section to describe individual development goals. These are used to build and develop essential skills and competencies needed to enhance job performance and City services. The City Council will consult with the Charter Officer throughout the year to determine the status of these goals. Future performance rating will be based in part on the accomplishment of the established goals as approved by the City Council.

Mayor Green: Continue the leadership you have established through your many years serving our city.

Vice Mayor Inskeep: Implement the new financial software program “Enterprise Reporting Software (ERP)” soon as possible, minimizing the “Munis support” expenditure.

Councilman Lehmann: No suggestions.

Councilwoman Hanchar: Revamp the cities employee handbook. 2) report on all vendors that we have contracts with, that have renewal dates, current rate, yearly if applicable increase rate and any other pertinent information deemed necessary.

Achievable score = 50 Total score achieved = 48.4

Please note: If a Councilmember chooses not to rate the Charter Officer on any of the categories above, the category will not be factored into the compilated evaluation.

Recommended Salary Increase = %

Mayor Green: 10%
Vice Mayor Inskeep: 3%
Councilman Lehmann: 3%
Councilwoman Hanchar: TBD

SIGNATURES:

_____ _____
Charter Officer Date

_____ _____
Mayor Date

Amanda Odom, City Clerk July 25, 2024

Accomplishments for 2024 Evaluation

Attachment A

Administration:

1. With the elimination of the City Administrator in 2021, I continue to manage the duties and responsibilities of the position except for overseeing the Police Department.
2. Reevaluated the position of Assistant Clerk, who has increased responsibilities which go beyond the job she was hired to do, by revising the job description. As I have become increasingly responsible and accountable for the administration of the City, I have had to pass many of the City Clerk duties to the Assistant Clerk. Recommended pay adjustment.
3. Work closely with the Finance Officer to prepare and manage City-wide budget, purchases, etc. in accordance with the City's purchasing policies.
4. Supported staff in efforts to resolve City-wide internet and phone issues by contracting with DMS provider Lumen. Implementation in progress.

Community Development:

1. I have worked closely with Kelly to continue successful departmental operations.
2. Prepared RFP and draft contract for Professional Planning Services; evaluated proposals; presented recommendation to City Council. Agreement is forthcoming.
3. Facilitated and attended meetings with staff, developer, and City attorney on RV Park site plan and development agreement. Processed approvals through the City Council in collaboration with Kelly and contracted Planner.
4. Facilitated multiple development plan approvals through the City Council.
5. Directed the compilation of the 2001 CRA Plan and multiple amendments to the Plan into one complete document.
6. Directed recruitment efforts to fill vacancies.

Finance and Human Resources:

1. Worked with Finance Officer to prepare a balanced FY 2024 budget with no increase in millage rate.
2. Directed the RFP process to solicit proposals for new financial system to save money, improve processes and increase customer satisfaction.
3. Worked with staff and audit firm in preparation for successful City-wide financial audit.
4. Prepared multiple Resolutions, as directed by the City Council, to amend the City's Employee Manual.
5. Working with insurance agent and staff to renew contracts for employee benefits and mitigate increases to remain within budget for FY 2025 at no additional cost to employees. 15% decrease in health premiums for FY2025.
6. Completed evaluations of department heads, Assistant Clerk, and P&Z Supervisor who report directly to me.
7. Began preparing for the retirement of Finance Officer; recruitment and replacement.

Public Works/Code Enforcement:

1. Assessed the success of the Public Works Manager and recommended salary increase.

2. Prepared RFP and draft contract for Solid Waste Collection; evaluated proposals; presented to Council
3. Continue to work with Chad to improve department operations.
4. Consult with Chad regarding multiple code violations.
5. Worked with Chad to quickly replace stolen equipment from Public Works.
6. Obtained quotes and facilitated carpet replacement at City Hall and Public Works.
7. Facilitated efforts between Marion County and City staff to erect signage prohibiting mooring near the launch area at BRP.
8. Facilitated the Granada and Palmetto Way RFP process in collaboration with Chad and Kimley-Horn.
9. Assisted Chad with City Hall parking lot paving project, ramp closure, etc. to mitigate illegal parking and increase capacity.
10. Worked with Duke Energy and Chad on installation of EV charging stations.
11. Worked with SWFWMD, Kimley-Horn, and Chad to ensure required ERP reporting deadlines are met.

Police Department:

1. Assist the Chief and Captain when asked regarding City policies, processes, and procedures.
2. Successfully negotiated five articles of the Bargaining Unit contract with the FLPBA for the members of the department. (2024 Reopener clause). This was accomplished without incurring the expense of the City's labor counsel.

City Council:

1. Facilitated the adoption of multiple Ordinances including BTR rate increase, Mobile Vending, Special Events, and Vacation Rentals (implementation in process).
2. Attended and participated in meetings with Marion County on the E. Pennsylvania Multi-Modal Pedestrian Path.
3. Successfully manage City Facebook page.
4. Facilitated the adoption of multiple surplus resolutions to dispose of surplus property and properties.
5. Facilitated sale of surplus real property.
6. Worked with Assistant. Clerk to complete Supplement 11 codification of the City's Code of Ordinances.
7. Acted and followed through on multiple Council directives throughout the evaluation period.
8. Granicus Website and Agenda and Meeting Management implementation complete.
9. Facilitated recruitment efforts following Council resignations.

2024 Election:

1. Worked with Assistant Clerk to update all necessary documents and forms for publishing to website.

2. Continue training Assistant Clerk on processes, procedures, timelines, deadlines, qualifying, election laws, etc.
3. Worked with SOE to ensure referenda left off the 2022 ballot appears on the 2024 ballot amending the City Charter re: purchase of goods.

Miscellaneous – oversight and execution of the following:

1. 413 public record requests
2. 14 general information/other requests
3. 82 Lien searches
4. 5 completed Ordinances, 2 in process
5. 38 completed Resolutions, 2 in process
6. 36 Agreements
7. 11 Grant applications
8. 3 Proclamations
9. 42 Council/CRA agendas
10. 19 Other board agendas
11. Reviewed and approved 26 payroll warrants
12. Reviewed and approved approximately 100 accounts payable warrants, wire transfers, online payments, and manual check payments

Goals established by Council in 2023:

Mayor Dunn: Be more of a leader and less of a doer. Work less and review more from the staff. Try to take her vacation time in weekly blocks of time.

Vice Mayor Inskeep: Create succession plan for finance department. Implement Granicus and new financial software programs. Combine categories 7,8 & 9 of this form into one category. Remove categories 12 & 13 from this form, as they are well covered in other categories.

Councilperson Mendonca: Present your personal developmental goals for Council review.

Councilman Lehmann: Continue to maintain level.

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON CHARTER OFFICERS

ANNUAL PERFORMANCE APPRAISAL for period 06/14/2023 – 06/14/2024

Charter Officer Name: Chris Scaglione Charter Officer Title: Police Chief

JOB PERFORMANCE RATINGS

This outline is provided to assist the Dunnellon City Council in evaluation of the City's Charter Officers in multiple categories. Use the following performance level definitions as guidelines:

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2.0 Needs Improvement: A Charter Officer who receives this rating does not consistently meet job requirements. Performance results are inconsistent. Performance often fails to meet the job requirements. Charter Officer demonstrates some willingness or ability to improve.

3.0 Satisfactory: A Charter Officer who receives this rating demonstrates a satisfactory level of performance. Performance results are consistently at acceptable levels and regularly meet the job requirements. Charter Officer demonstrates willingness and ability to meet an acceptable performance level.

4.0 Above Satisfactory: A Charter Officer who receives this rating meets all job requirements and regularly exceeds job requirements. Charter Officer demonstrates a desire and ability to exceed the standard performance level and often does more than what is expected.

5.0 Excellent: A Charter Officer who receives this rating consistently demonstrates effective performance above and beyond the normal expected level of achievement. Performance is seen as strong. Charter Officer seeks out opportunities for ways to better achieve results and consistently demonstrates an exceptional desire and ability to exceed standard performance.

1. ADMINISTRATION AND ORGANIZATIONAL MANAGEMENT:

The ability to structure the department(s) and plan and organize its work in such a way as to meet the municipal service needs effectively and efficiently; those of City Council, other charter officers, department heads, employees, advisory board members and citizens, and carry out the goals and policies adopted by the City Council.

Combined Rating: 4.75

Mayor Green: I have witnessed Chief Scaglione's efforts to establish a credible Police Department.

Vice Mayor Inskeep: One year ago, Chief Chris Scaglione offered to rebuild the city's Police department. Chris did exactly that, he took on a department with many issues. This task involved getting the department compliant with codes and statutes that were non-compliant for years, ninety percent of the officers and admin personnel positions had to be hired after the previous administration leaders and staff left the city's employment. I could fill an entire page with the obstacles Chris faced rebuilding the city's PD. He confronted each obstacle with sound, solution decision making, resulting in a Police Department that operates with the highest of standards.

Councilman Lehmann: Chief Scaglione has undoubtedly the best person we could have picked for the job of Police Chief. With his prior history with the DPD, he quickly moved to shore up all the deficiencies of the DPD from the prior administration and get the department back on track. He has dutifully reported to the City Council the work performed by the officers in terms of arrests, stops and other activities.

Councilwoman Hanchar: Chief was tasked to build from the ground up w/a department that bad been demoralized, stripped of most of the staff, and had to re-establish a presence within the City. Chief has been effective in utilizing the staff that stayed, hiring new officers and office staff. Working w/community leaders to establish a positive presence. Worked with Dunnellon Art to create a new logo for the DPD cars.

2. BUDGETING AND FINANCIAL MANAGEMENT:

The ability to develop and monitor departmental budgets reflective of the requirements of the City organization to provide services at a level intended by City Council. Suggests appropriate use of available funds, conscious of the need to operate the City effectively and efficiently.

Combined Rating: 4.5

Mayor Green: I am pleased with the updates on his budget requests.

Vice Mayor Inskeep: Chief Chris Scaglione understands the city's financial constraints and finds ways to work within those constraints.

Councilman Lehmann: Chief Scaglione has been at every meeting usually asking for more money, And while he has been asking for money, it is money that is needed to continue to upgrade and secure a more reliable, responsible Police Department. I am impressed with his awareness of what the financial issues are with the City and the

need to constantly find the most cost effective measures to solve the problems of his department. When he requests something I feel confident that the homework and legwork have been done to get the best option for the City.

Councilwoman Hanchar: Restructured the DPD, wisely looked for ways to use budgeted funds in a cost-effective manner.

3. POLICY AND PROGRAM DEVELOPMENT:

Demonstrates the ability to recommend policies and programs to enhance the city's goals and objectives. Assists the Council in establishing policy, acknowledging the Council has ultimate authority in policy creation.

Combined Rating: 4.75

Mayor Green: The Chief has presented several suggestions for improvement in the Police Department.

Vice Mayor Inskeep: One year ago, Chief Chris Scaglione offered to rebuild the city's failing police agency that was on the verge of being forced to close by the Florida Department of Law Enforcement due to failing various audits year after year. Chris brought a team of auditors in to determine if the police department was operating within the mandatory statutes. At least twice Chris had to contact City Council members notifying us he had to get programs in place within four days or the P.D. will be shut down by the state. Chris, with great effort, got the necessary programs in place and operational, satisfying the requirements and avoiding the PD shutdown.

Councilman Lehmann: I am aware of Chief Scaglione's intentions concerning certain projects he would like to bring to fruition. I find that the biggest flaw is not in the intentions, but rather the initial presentation of the idea to an audience he needs to sell it too. My suggestion would be to work with others prior to presenting an idea or project and listen to their objections or questions about projects and then prepare responses to those objections or questions that are complete, simple and doable.

Councilwoman Hanchar: Almost immediately after taking the position of Chief, reports were found that required immediate actions taken to prevent the department from facing dire consequences. New policies have been implemented that will not allow the DPD to find itself in a negative position with the state and other governmental agencies.

4. EFFECTIVE DECISION MAKING:

Makes good decisions in a timely manner based upon a mixture of analyses, wisdom, experience and judgement, often times under tight deadlines and pressure; is regarded wise, thorough and generally correct and accurate; sought by others for advice and solutions.

Combined Rating: 4.13

Mayor Green: The threat of a school shooter present at our middle school is an excellent example of professionalism.

Vice Mayor Inskeep: no comments

Councilman Lehmann: Much of Chief Scaglione's initial time on the job required him to use all the qualities listed above and formulate plans of action, under tight circumstances and get them in motion. He excelled at it and got everything.

Councilwoman Hanchar: When first taking over as Chief, he sought advice of other Chiefs from surrounding agencies, proves that he is wise to ask for advice from others, not to full of his own pride. Also task 3 applies here. Middle school situation was handled effectively. Blue Cove, car/drug incident handled very professionally. Used resources readily available from other agencies.

5. EMPLOYEE RELATIONS AND STAFF DEVELOPMENT:

Demonstrates the ability to recruit and retain high quality personnel, to set a high standard of performance for employees, and to foster a sense of commitment to providing a high level of public service to the citizens.

Combined Rating: 4.75

Mayor Green: I have observed his organizational efforts and have been pleased with the results.

Vice Mayor Inskeep: When speaking with the officers, it is evident they have great amount of respect for their Chief.

Councilman Lehmann: The fact that we have all new officers with limited experience, and I have not heard of any employee related problems in the Department, is a good sign that the new officers are being developed and working for the City and not their own agenda.

Councilwoman Hanchar: Not enough space to recount the positives, also tasks 1-4 and 6.

6. ETHICS AND INTEGRITY:

Models the City's core values. Conducts self in accordance with the ethical standards of the office of a Charter Officer. Maintains a high degree of integrity. Actions and decisions reflect high level of moral and ethical behavior.

Combined Rating: 4.75

Mayor Green: Meets all my expectations.

Vice Mayor Inskeep: Chief Chris Scaglione conducts himself with a high degree of ethics and integrity.

Councilman Lehmann: I have heard no questions or any statement regarding his personal, work or public ethics.

Councilwoman Hanchar: Chief handles himself and requires his staff to act in a manner becoming their position in the City. Does not publicly speak negatively of previous administration or staff of the Dunnellon Police Department

7. COMMUNICATION SKILLS:

Demonstrates effective oral and written communication skills, conveying ideas and information in a manner that is clear and concise and well organized. Keeps Council informed of critical issues. Willing to listen and open to constructive criticism. Maintains a positive relationship with the public and the press. Attempts to ensure an attitude and feeling of helpfulness, courtesy and sensitivity to public perception exists.

Combined Rating: 3.75

Mayor Green: I have experienced zero instances of his failure to communicate and carry out his duties.

Vice Mayor Inskeep: Chief Chris Scaglione maintains a positive relationship with the public and the press. Attempts to ensure an attitude and feeling of helpfulness, courtesy and sensitivity to public.

Councilman Lehmann: My biggest concern is that some of Chief Scaglione's ideas need more development and clarity before they are presented. My case in point is the desire for an operations center. It has changed from its initial presentation to a much different idea than is currently being sold. (i.e. a shelter vs a command center). With a more effective presentation and better understanding of where the resistance would come from, I believe he could have made a much more powerful presentation, created a need and worked from there to get all onboard.

Councilwoman Hanchar: Needs to make sure that when presenting financial request, new projects or grant options that he or whomever he has asked to lead the presentation has thoroughly vetted the subjects to the best of their ability before presenting to City Council for a quicker decision to be made by council. Communication skills is the area that can use the most improvement. Keeping council informed of issues via text, emails or calls. Understanding that emergency situations take first priority and certain information cannot be released to citizens. Chief and his officers have always been open to phone calls from me, meeting with me one on one. Recently emails have been more frequent.

8. INTERACTION WITH MAYOR AND COUNCIL:

Maintains an open and trusting relationship with Council members, both collectively and individually, and responds to their concerns in an effective and timely manner. Plays a supportive role to the Mayor and Council in accordance with their directives as elected officials, without getting involved in partisan politics.

Combined Rating: 4.25

Mayor Green: no comments

Vice Mayor Inskeep: no comments

Councilman Lehmann: No comment necessary, Night and Day from the previous administration.

Councilwoman Hanchar: Refer back to #7

9. INTERACTION WITH INTERGOVERNMENTAL AND PROFESSIONAL AGENCIES:

Maintains a positive relationship with other governmental agencies. Fosters a high level of respect for the City of Dunnellon. Takes an active role in professional organizations.

Combined Rating: 4.5

Mayor Green: I would like to see improvement in our city's relationship with our county law enforcement.

Vice Mayor Inskeep: Chief Chris Scaglione has developed relationships with other cities creating partnerships that strengthen each entity.

Councilman Lehmann: Throughout the last year we have seen numerous examples of how even in an atmosphere of hostility and animosity at the onset, he was able to work with outside agencies and get the results needed for the City of Dunnellon Police Department.

Councilwoman Hanchar: Please see Attachment "A" written by Chief. Interlocal agreements have been used and the partnerships have been on both sides. Continues to work on fostering a professional and good working relationship with the Marion County Sheriff's Department.

10. GOAL SETTING:

Effectively assists the City Council in establishing and implementing long and short-term goals for the City. Establishes goals for subordinates and supports efforts to maximize accomplishments. Meets or exceeds personal goals as determined by the City Council.

Combined Rating: 4.0

Mayor Green: no comments

Vice Mayor Inskeep: no comments

Councilman Lehmann: I would like to see a presentation from him on his vision of how even if Dunnellon remains the same in terms of population and area, the Dunnellon PD will have to change to accommodate the changing world outside of our city borders in terms of more drive through traffic, more accidents, Police officer availability due to increased traffic and outside people and how we can finance it.

Councilwoman Hanchar: The restructuring and building of the DPD is a goal that has been a good accomplishment and is continuing to be improved upon as needed.

MOST SIGNIFICANT ASSET(S):
What do you feel are some of the strongest points, significant accomplishments and strongest leadership traits demonstrated by the Charter Officer?

Mayor Green; I am pleased with his determination to supervise a police department that serves our citizens.

Councilman Lehmann: Sincere desire to make the DPD a topflight PD. Willingness to commit the time and resources to make it happen. An agreeable manner shows he is a part of a team and willing to help us all achieve more.

Councilwoman Hanchar: See Attachment A. Problem solving. Allows other officers to receive accolades when they have made positive suggestions, professional accomplishments, etc.

DEVELOPMENTAL AREA(S):
What areas of the Charter Officer's performance do you feel need growth and development? Do you have suggestions for improvement in these areas?

Councilman Lehmann: Develop a better presentation model to present ideas with greater effectiveness, impact and a greater emphasis on “the sell” to get the results he desires for himself and the department.

Councilwoman Hanchar: Bring the new officers to meetings so that they can be introduced to the Council and the Citizens of Dunnellon.

GOALS FOR NEXT EVALUATION:
Use this section to describe individual development goals. These are used to build and develop essential skills and competencies needed to enhance job performance and City services. The City Council will consult with the Charter Officer throughout the year to determine the status of these goals. Future performance rating will be based in part on the accomplishment of the established goals as approved by the City Council.

Mayor Green: Continue to innovate our effectiveness as our city as community experience population growth.

Vice Mayor Inskeep: (1) Minimize Council meeting “walk-on’s” (2) Work with Council to develop policies for basic PD duties/requirements (3) Work with Council to develop policies that determine required report out information by the PD that will provide enough information allowing Council to perform their obligation of checks & balances with the PD.

Councilman Lehmann: As stated above, a more effective seller of ideas that benefit us.

Councilwoman Hanchar: Continuing to assess the police department to see where improvements are needed. Continue to keep Council updated on situations that they have Citizens calling them about with the understanding all information cannot be released. Continue looking into grants for funding of new projects, cars, equipment etc. Assist the Council on making informative decision regarding a new police department.

Achievable score = 50 Total score achieved = 44.13

Please note: If a Councilmember chooses not to rate the Charter Officer on any of the categories above, the category will not be factored into the compilated evaluation.

Recommended Salary Increase = TBD for June 14 – September 30

Mayor Green – just increased
Vice Mayor Inskeep – 3%
Councilman Lehmann – none mentioned
Councilwoman Hanchar - TBD

SIGNATURES:

_____ _____
Charter Officer Date

_____ _____
Council Member Date

CITY OF DUNNELLON

CONTRACT

RFP #2024-03

SOLID WASTE COLLECTION

SOLID WASTE COLLECTION AGREEMENT #AGR2024-20

THIS FRANCHISE AGREEMENT made and entered into as of this ___ day of ____, 2024 by and between the City of Dunnellon, a municipal corporation of the State of Florida hereinafter referred to as "**Owner**", whose address is 20750 River Drive Dunnellon, FL 34431 and Waste Management Inc. of Florida hereinafter referred to as "**Contractor**", with its principal place of business at 1800 N. Military Trail Suite 201 Boca Raton, Fl 33431.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the Owner and Contractor agree as follows:

1.00 DEFINITIONS.

For the purpose of this Agreement, the following words and terms are defined as follows:

Backdoor Service means any physical location for the placement of Solid Waste or accumulation on the Customer's property intended for Residential Service Collection that is not Curbside.

Bulk Waste means large . Items such as household goods, furniture, branches, bicycles. Bulk waste shall be of a type as to be readily handled by the mechanical equipment of the Contractor not exceeding six feet (6) in length and six inches (6) in diameter or debris resulting from tree removal land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons, landscapers or lawn maintenance services.

Cart means a container for Garbage that is provided by the Contractor and made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety-six (96) gallons, with a lift bar, and used for the automated collection of Garbage. Carts purchased by the Contractor pursuant to this Agreement shall be maintained by Contractor (and/or replaced, if deemed necessary by Contractor), and shall remain the property of the Contractor when this Agreement expires or terminates.

City means the City of Dunnellon, Florida. The term "City" is interchangeable with "Owner."

Collection means the process whereby Solid Waste is removed and transported to a Disposal Facility.

Commercial Service means Solid Waste Collection service provided using either Mechanical Containers or other approved containers that does not meet the definition of 'Residential Service' herein.

Construction and Demolition Debris means materials generally considered to be not water soluble, non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. This also includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

Contract means this agreement executed by the Owner and the Contractor for the performance of the work described herein.

Contract Administrator means the person designated by the Owner who shall act as the Owner's representative during the term of this Contract.

Curbside means the designated physical location for the placement of Solid Waste accumulations intended for Residential Service Collection and disposal. This designated location shall be as near as possible to the traveled streets or alleys normally serviced by the Contractor's Collection vehicles, but in no case upon such street or alley. The intention of a Curbside designation is to allow Collection by waste control personnel in a rapid manner with walking or reaching minimized. In all cases, the Owner shall have the authority to approve or specify the precise location for such Curbside placement.

Customer means the person, organization or corporation responsible for payment of all Residential or Commercial Services used at a specific location, and further defined as that person, organization or corporation who signed the utility application or Commercial Service contract requesting that services be made available at the specific location and thereby agreeing to pay for all usage of such services occurring at the location.

Disposal Facility means the Marion County Landfill or a facility permitted or approved by the Florida Department of Environmental Protection to receive, process, transfer, landfill and/or otherwise dispose of Solid Waste, Yard Waste or recycle materials.

Disposal Costs means the "tipping fees" or landfill costs or processing fees charged to the Contractor by others for disposal of the wastes or recyclables collected by the Contractor.

Dwelling Unit means a living unit, house, mobile home, apartment or building used primarily for human habitation.

Fiscal Year means the period between October 1 and September 30 of the following year.

Franchise Fee means the amount of money for which the Contractor shall be obligated to the City for the privilege of providing Solid Waste Collection service to Customers within the City and to refund the City for contract monitoring services.

Garbage means any refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruits or vegetables and any refuse accumulation of paper, wooden or paper boxes, or other containers, sweepings; and all other waste that is not Yard Waste and is non-recyclable.

Garbage Receptacle means any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A receptacle also includes a heavy duty, securely tied, plastic bag designed for use as a Garbage Receptacle. Any one receptacle including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.

Hazardous Waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under chapter 497.

Mechanical Container means and includes any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.

Owner means the City of Dunnellon, Florida. The term "Owner" is interchangeable with "City."

Recyclable Materials means newsprint; corrugated cardboard; incidental craft paper; clear, green, brown and any other glass containers; metal cans; aluminum beverage containers, and any other materials as required by the Owner.

Recycle means any process by which Solid Waste, or materials which otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Residential Service means the Solid Waste Collection service provided to persons occupying residential Dwelling Units in buildings with four (4) or fewer Dwelling Units within the City. The Owner of a building with two or more Dwelling Units may request Mechanical Container service.

Sludge means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid Waste includes, but is not limited to, non-hazardous Garbage, Yard Waste, Recyclable Materials and other material identified in F.S. 403.703, as amended from time to time.

Special Waste means Solid Waste that can require special handling and management, which are not accepted at a Landfill or other Disposal Facility or which are accepted at a Landfill or other Disposal Facility at higher rates than is charged for Garbage.

White Goods means discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, other similar domestic large appliances, and household furniture.

Work means work, services, materials, parts or equipment furnished under and made part of this Agreement.

Yard Waste means Vegetative Matter resulting from landscaping maintenance (other than wastes generated by tree surgeons, landscapers or lawn maintenance services), including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaves, palm fronds, small tree branches (which shall not exceed four (4) feet in length and six (6) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and Collection in loader packer type sanitation equipment used for regular Collections from domestic households.

2.00 TERM OF THE AGREEMENT.

2.01 The term of this **Agreement** shall be for a term of five (5) years October 1, 2024 and terminating September 30, 2029.

2.02 Upon agreement by both parties, this Contract may be renewed for one (1) additional five (5) year period. In such event, a renewal contract must be executed at least one hundred twenty (120) days prior to the end of the contract term that is current at that time. Additional renewal periods may thereafter be approved by the parties with durations subject to mutual agreement of the Parties.

3.00 GENERAL OPERATIONAL REQUIREMENTS.

3.01 **General Provision of Services.**

The Contractor shall provide Solid Waste Collection services within the limits of The City of Dunnellon, Florida except for Collection of & disposal of Special Waste, Hazardous Waste, and Sludge. The Contractor shall have the exclusive right to provide such Collection services on behalf of Owner for its Customers, in accordance with the terms hereof.

3.02 **Schedules & Routes.**

The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys and public ways inside the City or outside the City enroute to the disposal facilities where it is in the best interest of the general public to do so due to condition of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contact shall be notified by the Contractor of the schedules provided with its proposal. The Contractor shall provide notification to the customers of any changes through, but not limited to, a newspaper of general circulation in Dunnellon. Emergency or approved route adjustments not affecting all of the customers in the City may require other methods approved by the Public Services Supervisor. Any and all route and/or schedule changes shall be approved by the City, at least ten (10) days prior to the actual change in routes or schedule.

The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of may fluctuate significantly as a result of storms, growing seasons, and acts of God. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes unless approved by the City Council.

The following days shall be authorized holidays, **New Year's Day, , Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day**. If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day after said holiday, notwithstanding the provisions set forth in the RFP of bid proposal. Any additional holidays shall be approved by the Contract Administrator.

On days when the disposal site generally used by the Contractor is closed in commemoration of an authorized holiday (or any other holiday), the Contractor shall reschedule the collection of that day's routes for the very next business day. The Contractor shall notify customers of this rescheduling two (2) weeks in advance. Notification shall be provided through, but not be limited to, notification in a newspaper of general circulation in Dunnellon and e-mail notification to the Public Services Department. If the next business day of service available has other

regular pick-ups they must also be completed unless agreed to by the Public Services Supervisor.

3.03 **Disposal Facilities.**
All Solid Waste shall be hauled to the Reworld Waste To Energy Plant in Okahumpka, Florida allowing for comingling of garbage and yard waste as presented in WM Alternate Bid A excluding the separate recyclable collection. In the event that the Plant shuts down for maintenance, capacity, or other unplanned reasons, the Solid Waste may be diverted for disposal to a Florida licensed and permitted disposal facility chosen by Contractor.

3.04 **Method of Collection.**
The Contractor shall make Collections with a minimum of noise and disturbance to Customers. Any Solid Waste spilled by the Contractor shall be picked up immediately by the Contractor. Garbage Receptacles and Recycling Bins shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper point of Collection. Any Garbage Receptacle or recycling bin found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said Garbage Receptacles or recycling bin if applicable. In the event of damage, the Contractor shall be responsible for the timely repair or replacement of Garbage Receptacles and Recycling Bins.

3.05 **Conduct of Employees:** The Contractor shall see to it that its employees serve Customers in a courteous, helpful and impartial manner. Contractor's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including Garbage Receptacles, bins, carts, racks, trees, shrubs, flowers and other plants. The Contractor shall also be responsible for complying with the following terms and conditions:

(a) Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

(b) The Contractor shall provide operating and safety training for all personnel.

(c) The Contractor's Solid Waste Collection employees shall wear a uniform or shirt bearing the company's name and employee's name.

3.06 **Spillage.**
The Contractor shall not litter or cause any spillage to occur. The Contractor may refuse to collect any Solid Waste that has not been properly placed as provided herein. During hauling, all Solid Waste shall be contained, tied, or enclosed so that

leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all such spillage.

3.07 **Protection of Adjacent Property and Utilities.**
The Contractor shall conduct its work in such a manner as to avoid damage to private or public property and shall promptly repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities, shall operate with due care in the vicinity of such utilities, and shall immediately repair or have repaired at no additional cost to the Owner any damage caused by its operation.

3.08 **Customer's Failure to Secure.**
Contractor shall not assume responsibility for the homeowners' failure to secure its Solid Waste but shall pick up miscellaneous Solid Waste within five (5) feet of an authorized receptacle.

3.09 **Dangerous Animals.**
Employees of the Contractor shall not be required to expose themselves to the danger of being bitten or otherwise injured by dogs or other animals in order to accomplish Solid Waste Collection. In any case where the owner or tenants have such animals at large, the Contractor shall immediately notify the Contract Administrator of such condition and of the inability to make Collection because of such conditions.

3.10 **Collection Equipment.**
The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. For residential and commercial Solid Waste Collections, all equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Equipment is to be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All vehicles shall be numbered and a record kept on the vehicle to which each number is assigned.

The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant buildings, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of Collections, disposal, and processing set forth herein. All Collection vehicles of the Contractor shall be equipped with a means of direct communication.

3.11 **Title to Materials.**
The Owner reserves the right at all times to hold title and ownership to all Solid Waste collected by the Contractor.

3.12 **Storms, Hurricanes, Acts of God.**

In case of a storm, hurricane, or other act of God the Contract Administrator or his designee may grant the Contractor reasonable variance from regular schedules and routes, , including when sustained winds exceed 35 MPH, then services may be suspended for safety reasons. As soon as practicable after such event subsides, the Contractor shall advise the Contract Administrator and Customer of the estimated time required before regular scheduled and routes can be resumed. In the case of where it is necessary for the Contractor and the Owner to acquire additional equipment and to hire extra crews to clean the service area of debris and Solid Waste resulting from a storm, hurricane, or other Act of God, the Contractor shall be required to work with the Owner in all possible ways for the efficient and rapid cleanup of the service area. The Contractor shall receive extra compensation above that specified in this Contract for additional men, overtime, and cost of rental equipment, provided he has first secured prior written authorization from the Contract Administrator. The total cost for such service shall be based on rates jointly agreed to in advance by the Contract Administrator or his designee and the Contractor. In the event of such storm, hurricane, or other Act of God, the Owner reserves the right to assign route or pickup priorities as deemed necessary by the Contract Administrator.

4.00 RESIDENTIAL SERVICES - CURBSIDE GARBAGE COLLECTION.

4.01 **Service to Dwelling Units.**

The Contractor shall collect and dispose of all Garbage from Dwelling Units which are Customers of Owner.

4.02 **Frequency of Collection.**

The Contractor shall collect Garbage placed in Carts from Dwelling Units within the City two (2) times per week, with Collections at least three (3) days apart. . On Mondays, any Bulk Waste, Garbage, or Yard Waste that cannot fit inside of a Cart will also be collected by Contractor. However, on Thursdays, only Garbage in the Cart will be collected by the Contractor.

4.03 **Hours of Collection.**

Collection shall occur Monday through Friday and shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

4.04 **Point of Pickup.**

Collection of Garbage shall occur Curbside. In the event that a resident of a Dwelling Unit is disabled due to age or infirmity, the Contractor shall provide Backdoor Service at no additional cost. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator.

Nothing in this section shall require the Contractor to remove Construction and Demolition Debris.

4.05 **Garbage Receptacles.**
The Contractor shall pick up all Garbage generated from Dwelling Units which has been properly prepared and placed for Collection in a Cart. Damaged, lost, or stolen Garbage Receptacles shall be replaced within forty-eight (48) hours of discovery of damage.

4.06 **Vacant Residential Lots:** Any Garbage on vacant residential lots shall be picked up only after contact with Contract Administrator to establish the appropriate Customer to charge.

5.00 RESIDENTIAL SERVICES - CURBSIDE COLLECTION OF RECYCLABLE MATERIALS. Recycling has been excluded from the contract as a result of Council's selection of Alternative Bid A on page 44 of the proposal and Council's choosing to allow for comingling of recyclables for the purpose of incineration.

6.00 RESIDENTIAL SERVICES - CURBSIDE YARD WASTE COLLECTION SERVICE.

6.01 **Service to Dwelling Units.**
The Contractor shall collect and dispose of Yard Waste from all Dwelling Units which are Customers of Owner.

6.02 **Frequency of Collection.**
The Contractor shall collect Yard Waste from Dwelling Units on Monday as follows:
Contractor will collect (co-mingled) Yard Waste as set out in a Cart and will collect larger Yard Waste placed Curbside.

6.03 **Hours of Collection**.
Collection shall occur Monday through Friday and shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

6.04 **Point of Pickup.**
Yard Waste shall be placed Curbside or at other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's Collection crew. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator. Nothing in this section shall require the Contractor to remove Construction and Demolition Debris.

6.05 **Preparation of Yard Waste for Collection.**
The Contractor shall pick up all Yard Waste generated from Dwelling Units which has been properly placed for Collection. No single container or bundle shall exceed fifty (50) pounds in weight, limbs not longer than 4' and 6" in diameter and Collection is limited to a maximum of 2 cubic yards per week.

7.00 RESIDENTIAL SERVICES - BULK WASTE.

7.01 **Service to Dwelling Units.**
The Contractor shall collect and dispose of Bulk Yard Waste and from all Dwelling Units which are Customers of Owner. Contractor may charge a Customer for collection of White Goods and oversized Bulk Waste items pursuant to the rate sheet attached as Exhibit "A".

7.02 **Frequency of Collection & Procedure.**
The Contractor shall collect Bulk Waste items placed Curbside. Contractor shall collect oversized Bulk Waste items and White Goods after receipt of notification as contemplated herein. Customer will contact the City Public Works Department to request pickup up of such items. The City Public Works Department will notify Contractor of such request within 24 hours or as soon as otherwise practical. Upon notification of a needed pickup, the Contractor or his designee, shall inspect the Bulk Waste/White Goods and assign a fee for its pickup and disposal. The Contractor will then pickup and dispose of the same within seven (7) days. Alternately, a Customer request will cause the same procedure to be followed.

7.03 **Hours of Collection.**
Collection shall begin at a time mutually agreed to between the Contractor and the Contract Administrator no earlier than 7:00 AM. Collection shall cease no later than 6:00 PM. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

7.04 **Point of Pickup.**
Bulk Waste shall be placed Curbside or at other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's Collection crew. If it is necessary to designate an alternative pickup location, such designation shall be made by the Contract Administrator. Nothing in this section shall require the Contractor to remove Construction and Demolition Debris.

7.05 **Preparation of Bulk Trash for Collection.**
Bulk Waste need not be containerized. If a Bulk Waste item is larger than six (6) feet, then it will incur a separate charge.

8.00 RESIDENTIAL SERVICES – MECHANICAL CONTAINER COLLECTION.

8.01 **Service.**

If requested, the Contractor shall provide Mechanical Containers for the accumulation of multi-family Solid Waste for buildings with two or more dwelling units, but no more than four dwelling units. Buildings with more than four Dwelling Units shall be provided with commercial services. The number and size of Mechanical Containers shall be mutually agreed upon by the Customer and the Contractor. Where mutual agreement is not reached, the Contractor Administrator shall determine the appropriate number and size of Mechanical Containers. The Contractor shall collect and dispose of all Solid Waste and from all Dwelling Units whose waste materials are collected by Mechanical Container.

8.02 **Frequency of Collection.**

The Contractor shall collect Solid Waste from multi-family Dwelling Units serviced by Mechanical Container within the service area two (2) times per week, with Collections at least three (3) days apart.

8.03 **Hours of Collection.**

Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 6:00 P.M. on days of Collection.

8.04 **Point of Pickup.**

Mechanical containers may be set at locations that are mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location. If a Mechanical Container is requested, it will be provided at the rate established by the City. In no case shall Mechanical Containers be placed in a location different than that designated on approved site development plans, or in an area that would create a traffic safety hazard.

9.00 COMMERCIAL SERVICES - SOLID WASTE COLLECTION.

9.01 **Service.**

The Contractor shall collect and dispose of commercial Solid Waste, except Special Waste from all Commercial Solid Waste Customers within the City.

9.02 **Frequency of Collection.**

The frequency of Collection is dependent on the volume of Solid Waste generated by the Customer and shall be mutually agreed upon between the Contractor and Customer.

9.03 **Hours of Collection.**

Collection shall begin at a time mutually agreed to between the Contractor and the Contract Administrator. Collection located close to residential areas shall occur no earlier than 7:00 a.m. All collection shall cease no later than 6:00 P.M. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

9.04 **Point of Pickup.**
Commercial Solid Waste Customers shall accumulate Solid Waste at locations that are approved by Owner and mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location.

9.05 **Commercial Receptacles.**
Commercial establishments shall use Mechanical Containers except where Mechanical Containers are not practicable. Damaged receptacles and containers shall be replaced within seven (7) days of discovery of damage.

10.00 COMMERCIAL SERVICES - RECYCLING COLLECTION SERVICES.

10.01 **Service.**
Recycling will be offered to commercial Solid Waste Customers. Commercial Customers may contract with a service provider other than Contractor for Collection of Recyclable Materials upon supplying written notice to Owner's Public Services Department.

10.02 **Frequency of Collection.**
The frequency of Collection is dependent on the volume of Recyclable Materials generated by the Customer and shall be mutually agreed upon between the Contractor and Customer.

10.03 **Hours of Collection**.
Collection shall begin at a time mutually agreed to between the Contractor and the Contract Administrator. Collection located close to residential areas shall occur no earlier than 7:00 a.m. All collection shall cease no later than 6:00 P.M. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph following the approval of the Contract Administrator.

10.04 **Point of Pickup.**
Commercial Customers shall accumulate Recyclable Materials at locations that are approved by Owner and mutually agreed upon by the Customer and the Contractor and which are convenient for Collection by the Contractor. Where mutual agreement is not reached, the Contract Administrator shall designate the location.

10.05 **Recycling Bins.**
The Contractor shall be responsible for the purchase, distribution and replacement of Recycling Bins for commercial services. Damaged, lost, or stolen recycling bins shall be replaced by Contractor, at Contractor's expense within forty-eight (48) hours of discovery of damage, but no more than twice in any Contract year.

11.00 CITY GOVERNMENT WASTE DISPOSAL.

11.01 **City Government Waste Disposal, Scheduled.**
The **Contractor** at no charge to Owner, shall provide Mechanical Containers and collect and dispose of all Solid Waste from municipal locations listed as follows:

		Size	Times per week
Fire Department	20612 W. Pennsylvania Ave.	4-yard	1
Public Services	11924 Bostick Street	6-yard	1
Cemetery Yard Waste	10940 SW 210th Ave.		As needed/Call
Dinkins Park/City Beach	12100 Palmetto Ct.	4-yard	1
Ernie Mills Park	11899 Bostick Street	6-yard	1
Centennial Park	12196 S. Williams St.	2-yard	1
Little League Fields	2214 S. Bridges Rd.	2-6 yard	1

Such Collection shall be incorporated into established routes. The Owner reserves the right to modify this list in order to accommodate new municipal locations that may be added during the term of this Contract.

11.02 **City Government Waste Disposal, Unscheduled.**
The Contractor shall at no charge, collect and dispose of all Solid Waste for up to six (6) City sponsored/City supported special events per year. Owner will give the Contractor at least two (2) weeks advance notice and shall coordinate waste removal efforts through the Contract Administrator. The Contractor agrees to provide corrugated boxes and liners for up to six (6) special events within the City and dumpsters at two (2) locations for such event.

12.00 BILLING AND PAYMENTS.

12.01 **Billing for Residential Services.**
The Contractor shall bill Owner directly for all Residential Services. Owner will bill each Residential Service Customer at the rates approved by Owner. The rates billed by the Owner to Residential Service Customers will be based on the rates agreed to by the City and the Contractor.

12.02 **Billing for Commercial Services.**
The Contractor shall bill all Commercial Services to each respective commercial Customer. Computer database information regarding all commercial billing must be in a format that is compatible with the information technology systems of the City. and shall be supplied to Owner upon request.

12.03 **Services Billed By Owner.**
The Contractor shall submit an invoice to the Owner by the 10th day of each month for all services rendered during the previous month for such services which are billed by the Owner to Customers.

NOTE: The sums due shall be based upon the prices included in the Response of Contractor to RFP BID2024-03, subject to any conditions of adjustments as may be provided under this Contract. Contractor's unit prices shall include separately disclosed disposal cost, as may be applicable.

12.04 **Billing - Initiation, disconnection, change of service.**
Owner and Contractor shall direct Customers to initiate new service, disconnect services, or make changes to services with the entity that is responsible for billing the type of service received.

12.05 **Payment by Owner to Contractor**
The Owner shall make payment within twenty (20) days after receipt of a thirty (30) day/monthly billing cycle invoice, with the first payment being made approximately fifty (50) days after commencement of services. For each billing cycle, payments shall be calculated by adding the actual Solid Waste Collection billing for that cycle, as evidenced by the City's cycle billing register, for serviced provided by the Contractor reflecting unit changes and/or status changes in residential Customers (Contractor bills for Commercial Services); and any special handling charges collected during the previous cycle, less liquidated damages charged against contractor for the previous month. The cycle payment each month shall be adjusted for call-in work performed during the prior month by order of the Public Services Supervisor. Any changes by the Owner to its cycle billing, increasing or decreasing the cycles, will affect the number of payments per month, timing of payments to the Contractor and calculations accordingly.

Owner pro-rates a Customer's sanitation bill in the event of a partial month of service. This will happen in the event a Customer temporarily stops service, closes his/her account, or establishes new service at some point within the month. The City will only forward to the Contractor the billed amount.

Payments will be made to the Contractor no later than the last day of the month following the month services were rendered.

12.06 **Annual Franchise Fee (Commercial Services).**
The commercial "franchise fee" shall be the amount of money for which the Contractor shall be obligated to the City for the privilege of providing solid waste collection services to customers within the City, and to refund the City for billing and or contract monitoring services. The fee is 15% of commercial account revenues of the Contractor's gross revenue from the Contract entered into by Contractor and City per these specifications. The fee is to be paid on a quarterly basis by the Contractor to the City no later than the last day of the month following quarter end.

12.07 **Uncollectable Accounts.**

Contractor will be responsible for uncollectable (bad debt) commercial accounts, and the City will be responsible for the uncollectable (bad debt) for residential accounts.

13.00 MODIFICATIONS/ADJUSTMENTS.

13.01 Annual Adjustments to Collection and Hauling Component of Rates and Charges.

On October 1, 2025 and annually on October 1, thereafter, the Collection component of the Rates and Charges may be adjusted to reflect any changes in the costs of Collection during the previous Fiscal Year due to inflation or deflation. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the City Administrator at least forty (40) calendar days prior to October 1 (i.e., on or before June 1st) of the fiscal year for which the adjustment is sought. The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this section.

The adjustment to the Collection portion of the Rates and Charges in Residential and Commercial Accounts shall be based on the changes in the Garbage and Trash Consumer Price Index, as applicable, during the previous fiscal year. The adjustments shall reflect the percentage change in the Garbage and Trash CPI, measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur.

If the Garbage and Trash CPI is discontinued or substantially altered, the Owner may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

13.02 Adjustment to Disposal Component of Rates and Charges.

The disposal component of the Rates and Charges is a pass-through cost in this Contract to the designated Disposal Facility. Any rate decrease at the designated Disposal Facility shall be automatically adjusted down with corresponding monthly disposal cost. Any disposal rate increase shall take place on October 1st of each year or with the approval of the City Council. The Contractor may not request a change in the disposal cost component without a ten (10%) percent rate of increase that will last for more than one (1) year.

13.03 Disposal Cost Negotiations.

Should the Contractor negotiate with Marion County or any other entity or person regarding Solid Waste disposal sites and the cost of Solid Waste disposal, Contractor shall notify Owner of the time and place of such negotiations. The Owner shall have the right to attend and participate in such negotiations. It is the

intent of the parties that the Owner be afforded the opportunity to participate in achieving the lowest tipping fee or cost of disposal available.

13.04 **Petition to Owner for Unusual Cost Rate Adjustment.**

The Contractor may petition the Owner for an unusual cost(s) rate adjustment to the Rates and Charges, based on unusual changes in its cost of doing business. Any petition for a rate adjustment for unusual costs must be based upon extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. Any rate adjustment must be approved through a written amendment to this Contract, and will take effect at the beginning of each Fiscal Year for the City (October 1st). The Contractor's request shall contain substantial proof and proper justification to support the need for the rate adjustment. The Owner may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Owner shall approve or deny the request, in whole or in part, within sixty (60) day of receipt of the request and all other additional information required by the Owner. Unusual cost adjustments shall be specific to only the component(s) that is requested and approved. Unusual cost adjustment requests shall exclude fuel and disposal adjustments.

If any extraordinary and unusual changes in the costs of operations occur that reduce the Contractor's cost, these changes shall entitle the Owner to receive a residential unit rate decrease equal to fifty (50%) percent of the savings realized by the contractor.

13.05 **Modifications to Scope and/or Level of Service.**

The Owner at its sole discretion may modify the scope of this Contract and/or the level of Solid Waste Collection services provided under this Contract if it is determined to be in the best interest of the Owner or to comply with changes in laws and regulations. The Owner and the Contractor agree to negotiate any impacts of such modifications in good faith and shall reduce same to writing and shall execute same as amendments to this Contract.

13.06 **Levels and Type of Service for Collection of Other Wastes.**

To the extent the Contractor is licensed to do so and should the Contractor agree to collect Special Waste, Hazardous Waste, or Sludge, a written agreement between the Contractor and the Customer shall be entered into regarding the level and type of service to be provided, at a rate to be negotiated between the parties involved.

14.00 ADMINISTRATION.

14.01 **Liaison Between Owner and Contractor.**

All dealings, contracts, notice and payments between the Contractor and the Owner shall be directed by the Contractor to the Contract Administrator identified herein.

14.02 **Contractor's Office.**
The Contractor shall provide at its expense a local telephone number where complaints shall be personally received without a recording device, and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

14.03 **Contractor's Officer.**
The Contractor shall assign a qualified person or designee to be in charge of the operations within the service area, and he/she shall be responsible to the Contract Administrator and be accessible at reasonable times of call. The Contractor shall give the names and day and night telephone numbers of these persons to the Owner. Information regarding the persons' experience and qualifications shall be furnished. Supervisory personnel must be available to direct operations in a satisfactory manner. Said supervisors must be available for consultation with the Contract Administrator, or Customers within a reasonable, practicable time after notification of a request for such consultation.

14.04 **Notification to Owner.**
The Contractor shall notify the Owner in writing about complaint procedures, regulations, and the days of Collection.

14.05 **Notification to Customers.**
The contractor, at its expense, will provide notification to all residential and commercial Customers of the appropriate contact information regarding the Contractor, fees and level of service provided. All notices from the contractor will be reviewed and approved by the City prior to mailing.

14.06 **Contract Administrator Supervision.**
The Contractor's performance of this Contract shall be supervised by the Contract Administrator. If at any time during the term of this Contract, performance satisfactory to the Contract Administrator is not made the Contractor, upon notification by the Contract Administrator shall increase the force, tools, and equipment as needed to properly perform the requirements set forth in this Contract. The failure of the Contract Administrator or his designee to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified by this Agreement.

14.07 **Right to Inspection.**
The Contract Administrator may appoint qualified persons to inspect the Contractor's operations and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the Owner to make such inspections at any reasonable time and place.

14.08 **Books and Records.**
The Owner shall have the right to review all records which pertain to this Contract and are maintained by the Contractor at any reasonable time.

14.09 **Holidays.**
The following days shall be authorized holidays, **New Year's Day, , Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day**. If the regular Collection day falls on holiday, that service is not rendered, the Contractor shall collect all Solid Waste the next day after said holiday, notwithstanding the provisions set forth in the RFP of bid proposal. Any additional holidays shall be approved by the Contract Administrator.

14.10 **Subcontractors, Assignment and Change of Control.**
Subcontractors will not be permitted under the terms of this Contract. Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the Owner. Consent may be withheld for any reason. In the event Contractor is a corporation, partnership or other equal entity, there shall be no change in the direct or indirect legal or factual control of such entity without first obtaining the written consent of the Owner. A change of legal control includes, but is not limited to, a transfer of the ownership of over 20% of the Contractor or any person or entity owning a 20% or greater interest, direct or indirect, in the Contractor.

15.00 PERFORMANCE, COMPLAINTS, DISPUTES.

15.01 **Quality of Service Review.**
The Contractor shall furnish the Contract Administrator with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of this Contract.

15.02 **Complaints.**
All complaints, whether received in person, by email, e-mail or telephone, shall be recorded. The Contractor shall prepare, in accordance with the format approved by the Owner, and maintain a register on the disposition of each Customer complaint. Such record shall be available for Owner inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. A monthly listing of all the complaints filed of both residential and commercial and their disposition shall be mailed monthly to the Contract Administrator.

Complaints received before 12:00 noon each day shall be serviced before 5:00 p.m. that day. Complaints received 12:00 noon shall be serviced before 12:00 the following business day. Complaints received on Sundays and/or holidays shall be addressed the following business day. Each complaint shall be considered legitimate unless challenged by the Contractor.

Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by a representative of the City and representative of the Contractor within five (5) days after submittal of such disagreement. Disputes shall be referred to the Contract Administrator and his/her decision shall be final.

15.03 **Liquidated Damages.**

Should the Contractor fail to perform in accordance with the provisions of this Contract the Owner shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor, or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty but as liquidated damages for such breach of contract:

In the event legitimate complaints, as determined by the Owner, shall exceed thirty (30) complaints by residential Customers within the service area served by the Contractor during any City Fiscal Year, or five (5) complaints by residential Customers billed by Owner within the service area as specified, during any one calendar month, the Owner shall charge Contractor $100.00 per incident as liquidated damages for those actions related to service, including but not limited to:

1. Damaged container not replaced within seven days, (48) hours for residential.

2. Throwing of Garbage receptacles or recycling bins.

3. Failure to repair damage to Customer property within (48) hours.

4. Failure to collect Garbage, Yard Waste, or Recyclable Materials on two consecutive scheduled days.

5. Failure to report damage to ROWs, utilities or equipment not owned by the contractor.

The Owner may charge Contractor $100.00 per day as liquidated damages for the following infractions of this Contract without regard to the number of Customer complaints:

1. Failure to provide clean, safe, sanitary equipment.

2. Failure to maintain office hours as required.

3. Operator not licensed.

4. Failure to provide documents and reports in a timely and accurate manner.

5. Failure to cover materials on Collection vehicle(s).

6. Collection employees out of uniform.

7. Name and phone number not displayed on equipment or containers.

8. Not providing schedule and route maps on a timely basis.

9. Speeding upon conviction.

10. Using improper truck to service commercial or residential Customer.

11. Performing residential Collection at different hours than prescribed herein.

12. Failure to clean spillage at time of occurrence.

Changing routes without the proper notification will result in a charge of $1,000.00 per incident as liquidated damages.

Failure to deliver Solid Waste to a Disposal Facility will result in a charge of $1,000.00 as liquidated damages. A third offense will result in termination of the Contract.

Failure to complete a route on the regular scheduled pick-up day will result in a charge of $1,000.00 as liquidated damages for each route per day not completed.

In the event the Contractor wishes to contest any charge of liquidated damages, Contractor shall, within five (5) days after receipt of notice of such charges, request in writing an opportunity to be heard by the City Council and present its defenses at the next regular City Council meeting. The Owner shall notify the Contractor in writing of any action taken with respect to the Contractor's claims and the decision of the Owner will be final.

15.04 **Disputes about Collection of Certain Items.**
It is recognized that disputes may arise between the Owner and Contractor with regard to the Collection of certain items due to disputes over the specific language of the Contract. The Contract Administrator may from time to time notify the Contractor by telephone to remove all such Solid Waste. Should the Contractor fail to remove the Solid Waste within Twenty-four (24) hours from time of notification, the Owner will do so and all costs incurred by the Owner shall be deducted from compensation due the Contractor. Notice of the amount deducted shall be given to the Contractor. If it is determined that disputed Solid Waste did not conform to Contract specification, the Contractor shall be credited for the costs deducted for Owner's removal.

16.00 DEFAULT/BREACH OF CONTRACT.

16.01 It shall be the duty of the Contract Administrator to observe closely the Solid Waste Collection, disposal and salvage operations and Contractor shall be deemed to be

in default of this Contract, if, in the opinion of the Contract Administrator, any of the following events occur:

- The Contractor takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking re-adjustment of its indebtedness under the federal United States, or any state thereof, or consent to the appointment or a receiver trustee, or liquidator of all or substantially all of its property; or,

- By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgement is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,

- By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government bond, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all (or substantially all) of the property of the Contractor and such possession or control shall continue in effect for a period of sixty (60) days; or,

- The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted; or,

- If any lien is filed against the Owner or third parties because of any omission of the Contractor and is not removed or the Owner adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received written notice thereof; or,

- The Contractor has abandoned, failed or refused to perform or observe each and every promise in this Contract, or has failed or refused to comply with the instructions of the Contract Administrator relative thereto; then such shall be considered a material breach of this Contract, and the Contract Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond. If within a period of fifteen (15) days from the days of the notice the Contractor has not eliminated the conditions considered to be a breach of contract, the Contract Administrator shall so notify the Owner and a public hearing shall be set for a date within thirty (30) days of such notice. The Contract Administrator shall concurrently notify the Contractor and the surety of the date and place of the public hearing at which the Contractor shall be required to show cause why the Contractor has not breached the terms of this Contract. Should the Contractor

fail to appear at the hearing or fail to show cause why it has not breached the terms of this Contract, to the satisfaction of the Owner, the Owner shall declare a default on this Contract and notify the Contractor and the surety on the performance bond of such a declaration of default or authorize the Contract Administrator to take such other action.

If, however, the Contractor or his surety fails to cure such default within two (2) days after the final decision, then the Owner may thereupon declare the contract cancelled. Upon such a declaration of default, all payments due the Contractor shall be retained by the Owner and applied to the completion of this Contract and to damages suffered and expenses incurred by the Owner by reason of such default, unless the surety on the performance bond shall assume this Contract, in which event all payments remaining due to the Contractor at the time of default, less amount due the Owner from the Contractor and less all sums due the Owner for damages suffered and expense incurred by reason of such default, shall be due and payable to such surety. Thereafter, such surety shall receive monthly payments equal to this that would have been paid to the Contractor had said Contractor continued to perform the Contract. If such surety fails to exercise such option, the Owner may complete this Contract or any part thereof, either by day labor or by releasing the Contract, and to procure other vehicles of the same and to charge the cost of the same to the Contractor, together with the costs incident thereto.

In the event the Owner completes this Contract at a lesser cost than would have been payable to the Contractor under this Contract if the same had been fulfilled by said Contractor, then the Owner shall retain such difference. Should such cost to the Owner be greater, the Contractor shall be liable for and pay the amount for such excess to the Owner. Any transfer or assignment of the responsibilities of the Contractor by the surety must be approved by the Owner. The Contractor shall be excused from performance in cases of war, insurrection, riot, acts of God, or other causes beyond the Contractor's control for the purpose of this section. A strike shall be considered within the control of the Contractor. During such period, the liability of the Owner to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically except from such liability provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the Owner shall be free to negotiate with other contractors for the operation of said Collection services and to terminate this Contract. Such operation with another contractor shall not release the Contractor herein of its liability to the Owner for such breach of this Contract.

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the Contract Administrator who shall reduce the decision in writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause the party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The Contract Administrator

shall make such explanation as may be necessary to complete, explain or make definite the provision of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Contract in accordance with the preliminary directions of the Contract Administrator.

In the event of a default as described herein, the Contractor shall be liable to Owner for all damages including, but not limited to, reasonable attorneys' fees and court costs. Repeated failure to perform as required by this Contract or repetitive default of similar nature shall be grounds for the Owner to terminate this Contract. Owner may, notwithstanding any other provisions of this Contract, elect to proceed with any legal remedy available to it under the provision of applicable laws in the event of a breach of contract.

16.02 **Owner Not Liable for Delays**.
It is expressly agreed that in no event shall the Owner be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the Owner has no control.

16.03 **Enforcement and Waiver.**
The failure of the Owner or Contractor at any time to require performance by the other of any provisions hereof shall in no way affect the right of the Owner or Contractor as the case may be to enforce same. Nor shall waiver by the Owner or Contractor of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.00 PERMITS & LICENSURE.
The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

18.00 BONDS AND SURETIES.

18.01 **Performance Bond.**
The Contractor shall furnish a Performance bond as security for the performance of this Contract with the Owner. Said performance bond will be in the amount of $500,000.00. Premium for the bond described above shall be paid by the Contractor.

18.02 **Requirements as to Surety.**
The performance bond shall be written by a surety company satisfactory to the Owner, with A.M. Best Financial Rating of A Class XV for the most current calendar year available. Any Surety shall be required to have a resident agent in the State of Florida and shall be duly licensed to conduct business therein.

19.00 INSURANCE REQUIREMENTS.

19.01 **Coverage.**

During the term of this Contract, the Contractor shall procure and maintain insurance of the types and to the limits specified below and provide the Owner with certificates of insurance as evidence thereof. The Owner shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the Owner. If Owner permits Contractor to utilize subcontractors, the Contractor shall require each of its subcontractors to procure and maintain, until completion of that subcontractor's services, insurance of the types and to the limits specified below unless the subcontractor's work is covered by the protection afforded by the Contractor's insurance. It shall be the responsibility of the Contractor to ensure that all its subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

The Contractor shall procure and maintain the following described insurance, except for coverage specifically waived by Owner, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Contractor. The Owner does not represent these minimum insurance requirements to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Dunnellon as additional insured. It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Dunnellon for liability arising out of the operations of this agreement.

Except for workers' compensation, the Contractor waives its right of recovery against Owner, to the extent permitted by its insurance policies.

The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Dunnellon, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor's employees or damage to property of Owner or others arising out of any act or omission of the Contractor or its agents, employees, and to be inclusive of property damage resulting from explosion, collapse or underground (XCU) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Contractor under the article entitled **INDEMNIFICATION**.

The liability limits shall not be less than:

Bodily Injury and	$1,000,000
Property Damage	Single limit each occurrence

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and	$1,000,000
Property Damage	Single limit each occurrence

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of $100,000 each accident, $500,000 disease policy limits, $100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: $1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance. The City shall be notified at least 30 days in advance of cancellation, nonrenewal or any other adverse change in coverage by the insurance carrier and/or the Contractor.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

Receipt of certificates or other documentation of insurance , which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

19.02 **Certificates of Insurance.**
Certificates of all insurance required from the Contractor shall be filed with the Owner and shall be subject to its approval for adequacy and protection. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished, within ten days prior to expiration.

20.00 COMPLIANCE WITH LAWS.

20.01 **Compliance with Laws And Regulations.**
The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. Further, the Contractor is aware of the requirements of the Florida Solid Waste Management Act and is responsible for determining the impact of this legislation on its operations.

20.02 **Fair Labor Standards Act.**
The Contractor is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established, amended and changed from time to time. No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, or religion.

20.03 **Employment Eligibility Verification (E-Verify).**
Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing work in accordance with this RFP and any subsequent contract to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work hereunder as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the contractor must keep a copy of said affidavit for the duration of

any agreement entered into hereunder. Violation of this section will subject to immediate termination of any agreement entered into by the City with Contractor without regard to any notice otherwise required herein. In the event the City incurs costs as a result of the contractor's breach of this provision, any and all such costs shall be paid by the contractor immediately upon receipt of notice of the same from the City. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

20.04 **Public Entity Crimes.**

As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection herewith for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

20.05 **City Ordinances.**

Nothing contained in any ordinance of the City now in effect or hereafter adopted, pertaining to the Collection of Solid Waste, shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which relate in any way to Solid Waste.

NOTE: If the provisions of this Contract are not consistent with City's existing Garbage and Trash Ordinance (Chapter 50, Section 4), then the City may initiate amendments to its Ordinance to align with the provisions of the Contract.

21.00 INDEMNIFICATION.

The Contractor hereby agrees to indemnify and hold harmless the City of Dunnellon, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, from and against any and all claims for infringement of any United States Patent, registered trademark, trademark and all other claims, damages, loss, delays, costs or expenses of any kind or nature, including attorneys' fees and costs arising out of this Contract or resulting from the performance of the work, furnishing of services and/or furnishing of material, goods, or equipment (included but not limited to claims regarding defect in materials goods or equipment) and caused in whole or in part by the negligence, breach of contract, default, act or omission of Contractor, its officers, directors, employees, servants, agents, subcontractors, and/or any individuals acting under its supervision, direction, and/or control, in its behalf, or for which Contractor is legally responsible, in connection with, arising out of, and/or incident to the

Contract or the performance of the work, but excluding the negligent or wrongful acts of the City and its employees. The Contractor shall also indemnify and hold harmless the City of Dunnellon from and against any and all claims against the City, its officers, directors, representatives, employees, agents, servants and anyone acting under its supervision, direction and/or control, made by any employee, agent, or servant of the Contractor or of subcontractor of Contractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

22.00 VENUE, JURISDICTION AND ATTORNEY FEES.

Venue and jurisdiction over the terms, conditions and parties to this Contract shall be the Circuit Court in and for Marion County, Florida. The prevailing party in any dispute shall be entitled to reasonable attorneys' fees and costs if litigation is instituted.

23.00 SEVERABILITY.

If any provisions of this Contract should be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

24.00 PUBLIC RECORDS.

The Contractor shall maintain public records required by the Owner to perform the services.

Upon request from the Owner's custodian of public records, the Contractor shall provide the Owner 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 Chapter 119, Florida Statutes or as otherwise provided by law.

The Contractor shall 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 Contractor does not transfer the records to the Owner.

Upon completion of this Contract, Contractor shall transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to

Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK'S OFFICE
CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
MODOM@DUNNELLON.ORG
(352) 465-8500

25.00 CONTRACT DOCUMENTS.

This **Contract** includes and is governed by the Request for Proposal #RFP2024-03 and the Rate Sheet attached as Exhibit "A" all of which are incorporated by reference.

Approved by the City Council of the City of Dunnellon, Florida this ___ day of _____ 2024.

City of Dunnellon

_____
Walter L. Green, Mayor

ATTEST:

_____
Amanda L. Odom, City Clerk

WITNESSES:

_____

_____

Waste Management Inc. of Florida

By: _____
David M. Myhan
Title: President

Revised RFP Rates Exhibit A
(Rates Subject to Annual Changes in CPI)

Request for Proposal

Residential & Commercial Solid Waste Collection Services

#RFP2024-03

Residential Solid Waste and Recyclable Material Collection Services

~~**(Alternate 1 Tabulation Sheet)**~~ **(WM Proposed Alternative A)**

(5-year fixed rate for all collection)

Present Estimated Residential Units 814

Description of Bid Items

Residential Service Collection Components

- ~~Twice a week solid waste collection, transportation, and disposal to include Garbage, Yard Waste and Recyclable materials co-mingled for the purpose of incineration. Please bid using 50-gallon standard residential. Other alternate bids are welcome to be submitted that include level of service, method of collection including equipment and carts.~~ **Please see below for revision.**
- White goods furniture, miscellaneous as a special charge pickup
- Bulk collection as a special charge pickup

Monthly Unit Cost

Disposal	$ 2.77	(Includes yard waste)
Collection	$ 15.99	(Includes yard waste)
Total Monthly Cost per Residential Unit	$ 18.76	
Total Monthly Cost per Residential Unit	**$ 18.76**	
White goods/furniture, etc. per item	$ 20.00	
Bulk yard waste collection per yard	$ 20.00	

- Twice weekly WM will provide solid waste collection, transportation, and disposal to include co-mingled Garbage, Yard Waste and Recyclable materials for the purpose of incineration. WM will provide 96-gallon carts 1/home to be serviced every Monday and Thursday.
- Additionally, weekly collection of bulk yard waste and cart content overflow will be provided on Monday only.

Request for Proposal
Residential & Commercial Solid Waste Collection Services
#RFP2024-03

Commercial Solid Waste Collection Services
(Base Bid Tabulation Sheet)
(5-year fixed rate for all commercial collection)

Solid Waste (small volume)

Number of Containers	Weekly Pick-ups	Monthly Charge
One	2	$25.00
Two	2	$35.00
Three	2	$45.00
Four	2	$55.00
Five	2	$65.00

This base bid includes supply of 50-gallon cans by commercial customer.

Recycling Option for Commercial using 19-gallon bin/cart to be provided by customer.

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	$12.00*
Two	1	$24.00*
Three	1	$36.00*
Four	1	$48.00*
Five	1	$60.00*

Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)

All commercial accounts below are bid on a per cubic yard basis. Commercial accounts may include multi-family residences services by mechanically emptied containers.

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Two (2) Yard	1	$85.73
Two (2) Yard	2	$171.47
Two (2) Yard	3	$257.20
Two (2) Yard	4	$342.94
Two (2) Yard	5	$428.67
Two (2) Yard	6	$514.40

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Four (4) Yard	1	$171.47 Walgreens comp. is $240.06
Four (4) Yard	2	$342.94
Four (4) Yard	3	$514.40
Four (4) Yard	4	$685.87
Four (4) Yard	5	$857.87
Four (4) Yard	6	$1028.81

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yard	1	$257.20
Six (6) Yard	2	$514.40
Six (6) Yard	3	$771.61
Six (6) Yard	4	$1028.81
Six (6) Yard	5	$1286.01
Six (6) Yard	6	$1543.21

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Eight (8) Yard	1	$342.94
Eight (8) Yard	2	$685.87
Eight (8) Yard	3	$1028.81
Eight (8) Yard	4	$1371.74
Eight (8) Yard	5	$1714.68
Eight (8) Yard	6	$2057.62

Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/Unlocking, Special Handling)

1. Extra Dumpster Pickup On Route = $20.00
2. Extra Dumpster Pickup Off Route = $60.00
3.
4. ~~Lock Fees per Month (Lock/Unlock) $10.00~~
5. Roll Out/In container per month $25.00
6.
7.

Present Approximate Commercial Volume

The order of magnitude information below to assist in bid development. The City does not guarantee the number of customers, individual requirements, and actual volume of waste to be handled.

PROFESSIONAL SERVICES AGREEMENT #AGR2024-21
BETWEEN **THE CITY OF DUNNELLON**
AND
EDA CONSULTANTS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 14th day of August 2024 (the "Effective Date"), by and between the **CITY OF DUNNELLON,** a Florida municipal corporation, whose principal address is 20750 River Drive, Dunnellon, Florida 34431 (hereinafter the "City"), and **eda consultants, inc.**, a Florida corporation, whose principal address is 720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, FL 32601 (hereinafter, the "Consultant").

WHEREAS, the Consultant will perform services on behalf of the City, all as further set forth in the Response to RFQ No. 2024-02 for General Planning Services dated April 30, 2024, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services

1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference.

1.2 Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").

1.3 Specific scopes of services for professional planning services to be performed by the Consultant at the request of the City shall be contained in Work Orders ("WOs") issued per the terms of this Agreement. This Agreement is not exclusive. The City reserves the right to contract for performance of services described in this Agreement through other consultants at the City's sole discretion and election.

1.4 WOs may be issued in accordance with this Agreement at any time. The Consultant's performance of services shall commence for each WO upon receipt of a WO Notice to Proceed issued by the City. The Consultant shall complete the services within the time frame specified in the WO. Work Orders will be initiated in accordance with the following procedure:

a. Consultant services will be on an as-needed, on-call basis throughout the term of the Agreement. The professional planning

services to be furnished by the Consultant may vary according to the City's needs. Each WO will contain a specific period of performance. The period of performance of individual WOs may exceed that of the Agreement. In such an event, the Agreement's terms and conditions will remain in full force and effect, unless terminated by the City, until all services required under outstanding WOs are completed to the City's satisfaction.

b. The City expressly reserves the right to contract for performance of land planning services with other consultants.

2. Term/Commencement Date

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Following the initial term, this Agreement shall auto-renew on a year to year basis for up to three (3) additional one (1) year terms, upon the same terms and conditions, unless and until terminated in accordance with Paragraph 8.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Council.

3. Compensation and Payment

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated in accordance with the rate/fee schedule attached hereto as Exhibit "B."

3.2 Consultant shall deliver an invoice to City once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City.

4. Subconsultants

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Council, which approval shall be granted or withheld in the City Council's sole and absolute discretion.

5. City's Responsibilities

5.1 City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2 Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

7. Conflict of Interest

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination

8.1 During the initial term, the City Council, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Consultant, or immediately with cause. Following the initial term, the City Council or Consultant may terminate this Agreement upon thirty (30) calendar days written notice to the other party, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Council.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance

9.1 Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm with AM Best ratings of no less than A and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with

respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

a. Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of
$2,000,000 each.

b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

c. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

d. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services.

Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to

the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3 **Additional Insured** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Loss Payee** The City is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the City will be a third-party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.

9.5 **Deductibles** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6 The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorney Fees and Waiver of Jury Trial

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification

12.1 Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non- performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or

by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:
City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

For the Consultant:
Sergio Reyes
eda consultants, inc.
720 SW 2nd Avenue, S. Tower, Ste 300
Gainesville, FL 32601

14. Governing Law and Venue

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Marion County, Florida or in the Florida Middle District.

15. Entire Agreement/Modification/Amendment

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant

and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. Ownership and Access to Records and Audits

16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

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

16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Clerk, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	**Amanda Odom**
Mailing address:	**20750 River Drive**
	Dunnellon, FL 34431
Telephone number:	**305-465-8500**
Email:	**modom@dunnellon.org**

17. Nonassignability

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Council. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the

terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. E-Verify

25.1 As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, Consultant and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.

26. Public Entity Crimes Statement

26.1 In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Any person must notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to that person or to an affiliate of that person. Consultant hereby certifies that it has not been placed on the convicted vendor list for a period of at least 36 months prior to submission of its response to the solicitation that resulted in this Agreement, and that it shall notify the Department of Management Services and the City within 30 days after conviction of a public entity crime applicable to Consultant or to an affiliate of Consultant.

27. Counterparts

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

eda consultants, inc.,

a Florida corporation

By: _____
Sergio J. Reyes, P.E., President

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

FOR THE CITY:

CITY OF DUNNELLON,

a Florida municipal corporation

By: _____
Walter L. Green, Mayor

Attest:

Date Executed: _____

By: _____
Amanda L. Odom, CMC, City Clerk

EXHIBIT "A"

TO PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

Scope of Services are those contained in the Response to RFQ No. 2024-02 for General Planning Services dated April 30, 2024, attached hereto and incorporated herein by reference.

EXHIBIT "B"

TO PROFESSIONAL SERVICES AGREEMENT

RATE SCHEDULE AND COMPENSATION AND PAYMENT TERMS

The Rate Schedule for Services performed pursuant to this Agreement are as follows:

Labor Category	**Rate**
Principal Urban Planner (AICP)	$155.00
Senior Urban Planner (AICP)	$110.00
Project Manager	$100.00
Staff Asst.	$ 60.00
GIS Specialist	$150.00

Non-Labor Category	
Mileage	IRS Standard Mileage Rate
Courier/Express	at Cost
Postage	at Cost
Outside Consultants	at Cost

Plot Pricing		
A size	8.5 x 11	$0.08 each
B size	8.5 x 14	$0.08 each
C size	11 x 17	$0.12 each
E size	24 x 36	$3.01 each

City of Dunnellon

Agenda Summary Form

Meeting Date: August 5, 2024

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom
3. Recommended Action: Authorize the City Clerk to Appoint Schonna McLean to the Position of Finance Officer

Subject: Finance Officer Appointment

Request for Approval Summary Explanation & Background:
Jan Smith will be retiring from the Finance Officer position effective December 31, 2024. The City advertised for the position in multiple media outlets and the city website. We received three applications, two of which appeared to have the necessary qualifications. Both applicants were interviewed by Mandy Odom and Jan Smith on July 17, 2024. Shonna McLean ranked the highest, having the most experience in governmental finance and accounting.

Schonna managed customer service, billing and receivables for Rainbow Springs Utilities for six years. Her responsibilities also included payroll, analyzing revenues and expenses, preparing the annual budget, and State reporting.

When the utility was purchased by the City in 2012, Schonna became a member of our team as the Finance Accountant. In this role, she was responsible for assisting with the annual budget and fiscal audit. Other responsibilities included bank reconciliations, journal entries, balancing fixed assets and serving as backup for accounts payable, utility billing, and payroll. She also performed the duties of the Finance Officer in her absence.

Schonna left the City in 2017 for a career advancement opportunity with the Levy County Clerk of Court as an Accountant/Budget Analyst. She is responsible for analyzing revenues and expenditures, preparing and reviewing budgets for accuracy as well as presenting the annual budget. Other tasks include bank reconciliations, assisting with the fiscal audit, oversight of utility billing and receipts, and State reporting. She also assisted with the implementation of new software for utility billing and building permitting. While working full-time with Levy County in her current position, Schonna was called upon by the City to fill in for the Finance Officer on two separate occasions. She eagerly accepted and came in once a week on her day off.

Schonna possesses a wealth of knowledge in all areas of governmental finance and accounting. She has a solid understanding of the job requirements, as well as the skills and abilities necessary to successfully manage the Finance Department. I highly recommend her appointment to the position of Finance Officer, and I am certain she will once again be a tremendous asset to the City.

City of Dunnellon
Agenda Summary Form

Meeting Date: August 5, 2024

1. Responsible Department: Public Works
2. Presenter: Chad Ward, Public Works Manager
3. Recommended Action: Establish Contingency for Granada and Palmetto Way Road Project

Subject: Pave Rite Change Order #2

Request for Approval Summary Explanation & Background:

The City Council approved Agreement #AGR2024-14 with Pave Rite, Inc. in the amount of $518,286.93 for the Granada and Palmetto Way Road Project. The City had a balance of $232,734.07 in ARPA funds to contribute toward expanding the scope of this project. Pave Rite proposed Change Order #1 in the amount of $164,460.90 which was approved by the City Council on July 10th, leaving a balance of $68,273.17.

Change Order #2 in the amount of $50,089.91 was jointly approved by the City Clerk and Public Works Manager on 7/25/2024. The purpose of Change Order #2 is to pave the road section between Palmetto Way & The Granada on Myrtle Street. This section is a downhill run with significant cracking. This section was agreed to be in very poor condition and water seeping through the cracks put the repaired intersection at risk of undermining. This would complete the connection of the intersections on Myrtle Street completing the entire road. The 2nd section would be on Maple Street. This section is also a downhill run with significant cracking. This section was agreed to be in very poor condition and water seeping through the cracks put the repaired section at the bottom of Maple street at risk of undermining. This would connect a section at the top of Maple Street from Palmetto Lane to bottom repaired section of Maple Street. Both sections will not require demobilization and be a continuous flow to the paving project.

The remaining ARPA fund contingency is $18,183.26. It is recommended Council establish additional contingency in the amount of $55,000 to cover unexpected costs. $73,183 equates to approximately 10% of the total project cost to date, including change orders.

Procurement Method: RFP#2024-01

Fiscal Information: Funding Options (Cash Reserves Attached)

1. Line 40 Gas Tax Replace EQY. This should be considered first as this is specifically for Roads & Streets capital: $69,355 as of 6/30/24
2. Line 27 5th Cent Gas Tax. This should be considered second after Line 40 is taken down to $0 as this is specifically for Roads & Streets capital: $698,335 as of 6/30/24
3. Line 43-Emergency Reserve. This line only needs to have a minimum balance of 4 months' operating expenses. There is about $30,000 available for contingency use as of June.
4. Line 36 GF Unrestricted. This is our operating reserve and will increase and decrease monthly. Caution should be exercised if this reserve is used to ensure funds are available to meet vendor payables and payroll.
5. Line 37 GF Capital Infrastructure Equity. This reserve takes 4 votes to use. Caution should be exercised using this reserve as it can be used for grant matches on capital projects.

Attorney Review: N/A

			UNAUDITED BALANCE 10/1/2023	BALANCE 5/31/2024	BALANCE 6/30/2024	NET CHANGE FROM PRIOR PERIOD	NET CHANGE FROM START OF YEAR	
ACROSS FUNDS								
02000-10100	ACCOUNTS PAYABLE CHECKING		48,550.24	42,825.70	42,683.22	(142.48)	(5,867.02)	
02000-10102	PAYROLL CHECKING		25,356.91	81,634.75	83,032.42	1,397.67	57,675.51	
MULTIPLE	VENDOR/PAYROLL		20,291.84	2,060.24	3,234.34	1,174.10	(17,057.50)	
GF BANK ACCOUNTS								
02000-10112-CD017	BRANNEN BANK 12 MTH (03.29.25) CD8017 5% INT		0.00	2,892,040.89	2,904,322.16	12,281.27	2,904,322.16	
02000-10112-CD217	BRANNEN BANK 6 MTH (06.12.24) CD8217 - 5% INT		1,522,523.18	1,569,966.77	1,576,615.54	6,648.77	54,092.36	
02000-10112-CD218	BRANNEN BANK 6 MTH (03.19.24) CD8218 - 5% INT		0.00	0.00	0.00	0.00	0.00	
02000-10112-CD417	BRANNEN BANK 3 MTH (12.09.23) CD8417		255,597.53	0.00	0.00	0.00	(255,597.53)	
02000-10112-CD617	BRANNEN BANK 6 MTH (03.29.24) CD617 -5% INT		1,081,559.18	0.00	0.00	0.00	(1,081,559.18)	
02000-10112-CD861	BRANNEN BANK 6 MTH (08.29.24) CD8617 - 5% INT		1,003,821.92	1,035,508.16	1,039,893.51	4,385.35	36,071.59	
02000-10113	COMMUNITY DEVELOPMENT DEPOSITS		28,802.50	33,802.50	33,802.50	0.00	5,000.00	
02000-10116	GENERAL FUND OPERATING ACCOUNT		1,084,418.72	378,816.01	313,578.36	(65,237.65)	(770,840.36)	
02000-10117	CITY OF DUNNELLON SWEEP ACCT		2,059,988.93	2,081,273.41	2,088,950.24	7,676.83	28,961.31	
02000-10200	PETTY CASH		1,025.00	1,000.00	1,000.00	0.00	(25.00)	
02000-15100	St Admin Fund #0480 (SBA)		166,239.42	172,520.55	173,299.65	779.10	7,060.23	
02000-15122	POLICE TRUST FUND ACCOUNT		4,467.11	6,183.66	6,186.20	2.54	1,719.09	
02000-15127	PD Forfeiture Account		2,072.08	2,079.00	2,079.86	0.86	7.78	
02000-15170	PAYROLL CASH EQUITY		0.00	0.00	0.00	0.00	0.00	
GF CASH			7,284,422.72	8,297,651.40	8,265,443.66	(32,207.74)	981,020.94	
GF EQUITIES								
02000-15135	GAS TAX EQUITY ACCT-5TH CENT		673,633.87	694,563.79	698,334.59	3,770.80	24,700.72	Restricted by Statute-Roads & Streets Capital
02000-15136-PD	IMPACT FEE EQUITY		14,710.81	17,361.01	17,361.01	0.00	2,650.20	Restricted by Ordinance #ORD2020-08-Police Dept. Capital-
02000-15138	TREE FUND EQUITY		1,597.62	1,597.62	1,597.62	0.00	0.00	Funded through tree fines
02000-15160	GAS TAX EQUITY ACCT-6TH CENT		72,250.59	72,250.59	72,250.59	0.00	0.00	Restricted by Statute-Roads & Streets Operating
02000-15162	CEMETERY EQUITY ACCT		93,426.83	105,830.25	107,364.53	1,534.28	13,937.70	Restricted by statute
02000-15166 PBLDG	CAP IMPR EQ-NEW POLICE FACILITY		574,621.00	574,621.00	574,621.00	0.00	0.00	Restricted by Resolution #RES2022-08
02000-15170	PAYROLL CASH EQUITY		41,338.41	0.00	0.00	0.00	(41,338.41)	Audit Entry only
02000-15171	EQUITY-PD TRUST		4,467.11	6,183.66	6,186.20	2.54	1,719.09	Restricted for Police Dept community uses-donations received
02000-15172	PD FORFEITURE EQUITY		2,072.08	2,079.00	2,079.86	0.86	7.78	Restricted by Statute-Police Dept
02000-15173	GF UNRESTRICTED		1,280,933.17	2,040,953.08	1,974,297.78	(66,655.30)	693,364.61	Unrestricted as to use (operating account)
02000-15175	GF CAPITAL INFRASTRUCTURE EQUITY		1,808,014.50	1,808,014.50	1,808,014.50	0.00	0.00	Restricted by Resolution #RES2020-22 Fund Balance Policy-Capital
02000-15177	POLICE AUTOMATION EQU.		24,947.43	24,947.43	24,947.43	0.00	0.00	Restricted by Statute-Police Dept
02000-15185	DESIGNATED CAP REP EQY		136,006.80	115,223.49	115,223.49	0.00	(20,783.31)	Restricted by approved budget-Any capital need
02000-15186	GAS TAX CAP REPLACE EQY		69,355.54	69,355.54	69,355.54	0.00	0.00	Restricted by approved budget-Roads & Streets Capital
02000-15187	POLICE EDUCATION EQUITY		4,760.59	4,760.59	4,760.59	0.00	0.00	Restricted by Statute-Police Dept
02000-15188 T2017	1% Local Infrasturcture Surtax		690,903.09	851,167.49	876,338.31	25,170.82	185,435.22	Restricted by County Ordinance No. 20-07-R&S/Police/Fire Capital only
02000-15191	EMERGENCY RESERVE EQUITY		828,659.18	1,043,080.50	1,075,041.33	31,960.83	246,382.15	Unrestricted-Per Fund Balance Policy
02000-15199	GF DEBT SVC RESERVE (FUND 140)		58,333.14	43,749.78	14,583.11	(29,166.67)	(43,750.03)	Restricted per Bond Covenants
02000-15200 G2126	RESTRICTED GRANT-(ARPA)		832,748.50	765,216.00	765,216.00	0.00	(67,532.50)	Restricted by Finance Dept-Roads & Streets Capital Grant Proceeds
GF EQUITIES			7,212,780.26	8,240,955.32	8,207,573.48	(33,381.84)	994,793.22	
DEBT SERVICE			1,662,500.00	1,531,250.00	1,487,500.00	(43,750.00)	(175,000.00)	

City of Dunnellon
City Council Workshop

Date: April 1, 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 5:30 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
Tim Inskeep, Vice-Mayor, Seat 3
Chuck Dillon, Councilman, Seat 2
Rex Lehmann, Councilman, Seat 4
Valerie Hanchar, Councilwoman, Seat 5

Staff Present
Mandy Odom, City Clerk
Jan Smith, Finance Officer
Chad Ward, Public Works Manager
Chief Chris Scaglione, Police Department
Michelle Leonard, Assistant City Clerk
Kelly Wyen, 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 Monday, March 25, 2024. The agenda was amended on March 26, 2024 to add backup to item #7.c and #8.a and to update backup for item #6.a. It was amended again on March 27th to add item #5.d and on March 28th to add backup to item #3.a.

1) Public Comments
Johnny Belcher, 12029 S. Williams St., stated he would like to purchase a small piece of property owned by the City located directly behind his business. He said the ground is contaminated under his property but if the City owned piece isn't, he would like to purchase it. He explained it is landlocked, not used by anyone, and he would like to use it for additional parking.

Mayor Green suggested Council address this topic now and invited discussion.

Vice-Mayor Inskeep asked Mr. Belcher to share more information about the contamination. Mr. Belcher replied he does not own the property where his business is located yet, because he can't purchase it while it is contaminated. He spoke about the property history and when the contamination occurred. He advised Council the EPA has been working on the problem. Vice-Mayor Inskeep stated we need to wait for the EPA to complete their work and when they do, Mr. Belcher should address Council again.

Councilman Dillon asked about monitoring wells and suggested Council could assist by sending a letter to the EPA. Mr. Belcher replied there are monitoring wells on the property.

Mayor Green shared more history about the property and advised it no longer serves a purpose. Mrs. Odom stated she has been discussing the issue with Attorney Hand to determine steps the City needs to take to sell it.

Kathy Dunn, 11386 Hendrix Dr., asked Council to make sure businesses are following the City Code and Comprehensive Plan. She spoke about dumpsters being placed in an area which goes against City Code. She suggested CJ's Transmissions and Gould's Tire and Auto Center be visually shielded from street view and the City work with them to obtain a CRA grant to do so.

Ed Farmer, 1027 Overdrive Circle, stated he is here on behalf of Waste Pro to discuss Agenda Item #7.c. He said Waste Pro is interested in our waste disposal contract.

Karla Gorczyca, 19936 St. Benedict Dr., stated Dunnellon Heights needs help with their roads. She commented on potholes and water drainage problems that are causing damage to vehicles. She said they want to understand the Council's position.

Vice-Mayor Inskeep responded and told her they plan to grade the road the week of April 6th and they also plan to enter into a multi-year agreement with a grading contractor. He asserted the biggest problem for those roads is the number of attendees going to the ballpark. He stated last week the Dunnellon Little League drew at least 100 cars to the lot and the neighborhood roads were not made for that kind of traffic.

There was further discussion with ideas on where to find funds for paving the roads.

Agenda Item No. 2 – Board Reports
There were no board reports.

Agenda Item No. 3 – Dunnellon Chamber & Business Association Report

Judy Terwilliger, Executive Director, read the monthly report into the record:

*"**New Members***
Lennar Mid-Florida, Dunnellon Martial Arts & Fitness, Majestic Oaks Realty, Sherri Feurstien Regions Bank, Sew Yours, The Station Nutrition, AquaTeck Well & Pump Service, and Discreet Boutique
Upcoming Events
***April 1 -** Bingo Night Cheers at Rainbow Springs 5 pm-7 pm. 19330 SW 83rd Place Rd. Dunnellon, FL 34432*

April 6 - *Sparr Building and Farm Supply Farm Swap 2915 W. Dunnellon Rd Dunnellon, FL 8am-12pm.*
April 8 - *Bingo Night Cheers at Rainbow Springs 5 pm-7 pm. 19330 SW 83rd Place Rd. Dunnellon, FL 34432*
April 13 - *Dunnellon Boomtown Days 9am-5pm. In the Historic Downtown Dunnellon.*
April 15 - *Bingo Night Cheers at Rainbow Springs 5 pm-7 pm. 19330 SW 83rd Place Rd. Dunnellon, FL 34432*
April 19 - *Business After Hours at Sparr Building Supply at 6 pm. 2915 W. Dunnellon Rd Dunnellon, FL*
April 20 *- Sparr Building and Farm Supply Farm Swap 2915 W. Dunnellon Rd Dunnellon, FL 8 am-12 pm.*
April 21 - *Dunnellon Poetry Society 2 pm - 4 pm.at Rainbow Springs Art in Dunnellon $3 donation.*
April 22 - *Bingo Night Cheers at Rainbow Springs 5 pm-7 pm. 19330 SW 83rd Place Rd. Dunnellon, FL 34432*
April 29 - *Bingo Night Cheers at Rainbow Springs 5 pm-7 pm. 19330 SW 83rd Place Rd. Dunnellon, FL 34432*
May 4 - *Sparr Building and Farm Supply Farm Swap 2915 W. Dunnellon Rd Dunnellon, FL 8 am-12 pm.*
May 14 - *DCBA Board Meeting at 6 pm.*
May28 - *Dinner Mixer at 5 pm at the Front Porch 12039 N. Florida Ave. Dunnellon, FL 34434 R.S.V.P. BY 5/24 Guest Speaker Dr. Philip Geist of the SDBC "How To Be More"*

4) Presentations

4.a) Windstream/DMS (Department of Managed Services) – Internet and Phone Services

Mrs. Odom announced this topic has been deferred to the Council meeting.

5) Council Agenda Items

5.a) Optical Tel/RSA Building Market Analysis – Vice Mayor Inskeep

Vice-Mayor Inskeep stated the appraised value of the property at 20804 W. Pennsylvania Ave. is approximately $394,000. Councilwoman Hanchar asked for clarification because she thought it was decided they were going to conduct a survey appraisal.

Councilman Dillon commented it probably isn't worth what is on the tax roll. He asked for clarification because he thought the purpose of the appraisal was to decide if they wanted to sell the building. He asserted it is time to make that decision.

Councilman Dillon provided examples of commercial appraisals, stating we are not going to get an appraisal which is higher than the assessed value. He asked Attorney Hand if the City could sell the properties located on unfinished roads to generate revenue. Attorney Hand replied we need to determine if these properties are in the CRA District first, but the short answer is yes, if the property serves no public purpose.

Councilman Dillon suggested identifying and making a list of all City properties to include roads which could be considered surplus. Mrs. Smith commented she had sent a list to Council which

included all City owned property, but not necessarily surplus. She offered to resend the list. Councilman Dillon suggested retaining the vacant lots in Dunnellon Heights. Mrs. Odom replied Council has already declared those two lots surplus.

There was further discussion regarding the vacant lot on Ohio Street, trading properties, stormwater runoff, generating money, and the reason they are discussing declaring the property located at 20804 W. Pennsylvania Ave. as surplus.

Councilman Lehmann stated he was not in favor of selling the building at 20804 W. Pennsylvania Ave. because Rainbow Springs Art Co-op brings people to the downtown area. Councilman Dillon remarked he is fine with declaring the building surplus.

There was further discussion regarding 20804 W. Pennsylvania Ave. and the impact the two businesses renting there have had on the downtown area. There was also discussion regarding tax revenue and maintaining the current infrastructure.

Council agreed to add the vacant lot on Ohio Street and 20804 W. Pennsylvania Ave., to the meeting agenda for a vote to declare both as surplus properties.

5.b) Community Redevelopment Agency (CRA) Grant Policy

Mrs. Wyen stated this is simply a reminder for Council regarding where they left off during the last discussion on the grant policy. She spoke about exclusions which she said will need to be discussed at the CRA meeting next week unless Council chooses to discuss it today.

Councilman Dillon stated it is not the City's responsibility to provide funding for roofs. He said he has no problem helping with metal roofs though, because they are historically accurate and more expensive.

Mrs. Odom asked Mrs. Wyen to send the current grant policy to Council to allow them to review it before next week. She explained to Council adoption of the plan and future amendments should be made via Resolution going forward to provide a tracking mechanism.

Councilman Dillon asked for clarification regarding the process and for Council consensus to eliminate either all roofs or just shingle roofs.

Councilman Lehmann agreed with Councilman Dillon and suggested adding the elimination of any work which cannot be seen from the ground. Mayor Green commented this would encourage metal roofs.

Vice-Mayor Inskeep stated he doesn't agree with keeping any style of roof in the policy and asserted CRA funds are for blighted property, not home maintenance.

Mrs. Wyen stated she will send all the documents to Council and suggested further discussion next week and Council agreed.

5.c) Coalition Against Bigger Trucks (CABT)

Mrs. Odom stated this agenda item is the result of an email she received from the Coalition Against Bigger Trucks. She said they are asking for support from local governments and are requesting Council send a letter of support to the Florida Senators.

Vice-Mayor Inskeep said he doesn't want to send a support letter regarding a bill he knows little about. Mayor Green commented there are only a few streets in the City which would affect Dunnellon. Vice-Mayor Inskeep offered to reach out to the TPO to discover if they have any concerns about this letter, but he commented it might be a dead end.

Council agreed they are not interested at this time.

5.d) East Pennsylvania Crosswalks and Rainbow River Pedestrian Access – Mayor Green
Mayor Green stated Council has clearly endorsed crosswalks and we do want safe access for our pedestrians. He asked Council to adopt and clarify our policy.

Councilman Dillon asserted asking the County to spend money after turning down the multi-modal project won't get us anywhere. He suggested using CRA funds for the crosswalks. Mayor Green said this is very much needed regardless of how it is funded. He announced, for the record, we are going to do what we can to move forward with a crosswalk project and it is a priority.

Vice-Mayor Inskeep stated he met with County Representatives, and they understand the need for the crosswalks and pedestrian access to Blue Run Park. He reminded everyone CR484 is a County road and a County bridge so the County should fund it. He said he believes, they are open to making it happen. He advised Council he will speak with the County again for more information.

Councilman Lehmann agreed with Mayor Green but said he's afraid the only way we are going to get one is if someone gets hit by a car.

Council agreed to Vice-Mayor Inskeep speaking with the County again to find out what is needed to move forward with crosswalks.

Councilwoman Hanchar suggested moving Agenda Item #7.c forward on the agenda to allow Mr. Aiken to leave if he chose to and Council agreed.

7.c) Sale of Surplus Lots
Mrs. Odom reminded Council of the prior discussion regarding the surplus of two lots in Dunnellon Heights. She stated she listed only the property on St. Benedict because the one on North San Angelo Parkway does not have an access point.

Mr. Aiken confirmed the North San Angelo Parkway lot does not have access. He stated the St. Benedict property was listed for $15,000 and there has been good activity. He said three written

offers have been received, Attorney Hand has reviewed them, and he would like Council's approval to accept the $13,000 offer.

Councilwoman Hanchar stated the contract written appears to be a good one. She asked Mr. Aiken if the buyer was interested in closing any sooner. Attorney Hand replied he typically writes "On or Before" regarding the closing date to allow flexibility for Council. Mrs. Odom stated there were some language corrections made which she will forward to Attorney Hand for review.

Mr. Aiken asked Attorney Hand who should be the escrow agent, and it was determined the title company would fill the role.

There was further discussion regarding the inaccessible property and the reason it hasn't been listed.

6) Regular Agenda Items

6.a) Amendment 1 to Agreement #AGR2023-14 Florida Police Benevolent Association Collective Bargaining Agreement

Mrs. Odom stated on March 20th City staff met with George Corwine, FLPBA Chief Negotiator, and Officer Manny Ramjit, Bargaining Unit Representative, to discuss desired revisions to the Bargaining Agreement. She shared details about the revised Articles. She said the FLPBA did not ask for any wage adjustments this year. She added Mr. Corwine will be in attendance during the Council meeting next week for questions.

Councilman Lehmann asked about Article 29 - Promotions and the issues involving the 50% written and 50% oral interview. He said his concern is the lack of merit criteria and the fact the Chief of Police may choose whomever he wishes to promote regardless of the score. He asserted it sounds like a "good ol' boy" system. Mrs. Odom rebutted this by providing other details which support the process and explained it was ratified by the bargaining unit itself.

Chief Scaglione stated because the Dunnellon Police Department is such a small agency, he controls it all anyway. He suggested utilizing an outside source to conduct the oral interviews.

Council agreed to add this topic to the consent agenda.

7) Staff Agenda Items

7.a) Chad Ward, Public Works Manager

- Repave and Stripe City Hall Parking and Boat Ramp

Mr. Ward stated resurfacing of the City Hall parking lot and boat ramp is being considered. He shared his idea of moving the parking spaces to avoid having vehicles coming into the lot from both directions and allowing an increase in the number of available trailer parking spaces by ten. He provided details of the resurfacing quotes he received.

Mrs. Odom provided further details about where the additional parking will be and the issues with the current flow of traffic.

Mr. Ward advised they have posted new signage, including directions to the overflow parking lot.

Councilman Dillon requested clarification regarding the work to be done because resurfacing means an inch of new asphalt will be put down. Mrs. Odom replied the quote says seal coating and the word resurfacing was used in error.

Mrs. Smith stated a budget amendment will be required at a later date. Mayor Green advised we need to preserve what we have to prevent more costly repairs later. Vice-Mayor Inskeep commented this is step one leading us to charging a fee for parking.

Councilman Lehmann stated Ocala parking utilizes an app rather than a parking kiosk. Vice-Mayor Inskeep replied the topic was explored a year ago and he believes the kiosk is a better choice, but this Council will need to discuss it in depth at a later date.

Councilman Lehmann asked Chief Scaglione how much of a strain it will be on the Police Department to charge for parking. Chief Scaglione replied there isn't any additional strain because they are already patrolling the parking lot.

Council agreed to add the seal coating project to the consent agenda.

- Multi-year Contract for Dunnellon Heights Road Grading

Mr. Ward stated he doesn't have the contract yet, but he'll bring it to Council when he does. There was discussion regarding the manholes and which streets need the most attention.

7.b) Chris Scaglione, Police Chief

- Increasing and Processing Civil and Criminal Citations

Chief Scaglione stated he would like to increase the citation fee amounts. He spoke about the payment of fines and stated when they write citations, many of them never get paid. He explained the County processes the citations and for every $50.00 citation paid, the City only receives about $12.00. He asked Council to consider his suggested citation increases and asked them to consider bringing collections back to City staff. He advised Council he spoke with the magistrate, and she would be happy to take on this process.

There was further discussion regarding magistrate costs.

Councilman Lehmann asked if the officers could take pictures of the violations. Chief Scaglione replied they do.

Councilman Dillion suggested the possibility of forcing the County to issue warrants or a lien process for the citations. Chief Scaglione replied neither suggestion would work, and he explained why.

Council agreed to the citation fee increase and to staff working with Attorney Hand on an Ordinance to amend the Code.

- Purchase Approval Request – Police Department Speed Trailer

Chief Scaglione advised Council their speed trailer, which included a license plate reader, had been struck by a car and insurance reimbursement has been received.

Mrs. Smith explained what funds were received and advised they didn't have a replacement cost policy. She said the balance to replace the speed trailer will need to come from the 1 cent tax reserve.

Chief Scaglione added this isn't just a speed trailer. He said it is also a message board, which the police utilize when roads are closed and it reads license plates, which provides them with information on people such as suspended driver licenses, lack of insurance, and criminal history. He advised if we could obtain a second one and place it on US41, we can keep undesirable people out of Dunnellon because we would be notified as soon as they enter the City.

Mrs. Smith offered to investigate the feasibility of specifying the items for which replacement cost could be applied.

There was further discussion regarding quotes, bids, and the purchasing policy.

Councilman Lehmann asked about the possibility of holding the individual who hit the trailer financially responsible. Mrs. Odom replied if the driver has insurance, we can pursue them for reimbursement. Mrs. Smith clarified; this is all handled through the City's insurance carrier.

7.c) <u>Mandy Odom, City Clerk</u>

- Waste Management Agreement #AGR2017-49

Mrs. Odom stated the Waste Management contract allows for a 5-year extension and Council has two options. She said they can continue with Waste Management or staff can go out to bid for solid waste collection services. She advised Council it is possible the City would experience an increase upwards of 25% upon contract renewal.

Vice-Mayor Inskeep asked for a copy of the latest index rate document and stated he believes we should go out to bid. Mayor Green agreed and asked Mrs. Odom what the expected timeline is for completion. Mrs. Odom replied once Attorney Hand has given his approval, it should only take a couple months.

Council agreed staff should begin to prepare the RFP and add this topic to the consent agenda.

- Sale of Surplus Lot in Dunnellon Heights

Council agreed to discuss this topic prior to agenda item #6.a.

8) Ordinances

8.a) Ordinance #ORD2024-04 Business Tax Receipt (BTR) Increase

Mrs. Odom stated the current BTR rate is $60.29 per year, and we are allowed to increase the rate every two years by 5%. She said during the period of 2007 – 2017 there were no increases. She stated as of April we can increase the rate to $63.30.

Vice-Mayor Inskeep asked if short-term rentals are subject to this tax. Mrs. Odom replied only if they have two or more rentals in the City.

Council agreed to the increase and Mrs. Odom advised the first reading will be held during next week's meeting and the Public Hearing will be in May.

9) Resolutions

9.a) Resolution #RES2024-12 Vacation Rental Ordinance Enforcement Extension

Attorney Hand stated last month Council discussed their interest in extending the enforcement date to October 1st. He said Senate Bill 280 has not yet been sent to the Governor. He announced staff will work toward having everything ready to go for the new enforcement date while we're waiting to find out if the Governor signs the new bill.

9.b) Resolution #RES2024-11 Affordable Housing

Attorney Hand stated this Resolution is due to a mandate from Tallahassee and all local Governments must comply. He explained it is to identify affordable housing and once the Resolution is adopted it would limit the way property is sold to ensure it would be used for affordable housing. He said this is simply a matter of complying with the State regulation to say there are no properties in our City which meet these criteria.

10) Department Reports

Mrs. Odom stated we have almost finalized the RFP for Planning Services. She reminded Council they decided not to replace the Community Development Manager and instead chose to utilize LPG temporarily until we were able to go out for bid. Mrs. Odom said we are going to try to get the bid posted this week and begin receiving proposals for a contracted planner.

Mr. Ward stated the survey on San Angelo Parkway has been completed and we are waiting for the survey company to send a map.

11) Council Comments

Councilman Lehmann asked for status on the paving of the Fire Department and Police Department parking lot. Mr. Ward replied the parking lot needs more work than originally thought. Vice-Mayor Inskeep added we aren't seeking to do anything with the parking lot and received quotes only for our information.

Chief Scaglione stated he is compiling a list of necessary modifications to certain Ordinances. He cited instances such as the open container law and the associated fines, along with the issue of excessive false alarms, and suggested fines.

Councilman Lehmann asked Chief Scaglione how things are going with the new department. Chief Scaglione replied things are going well, but he sees his people are distressed because they want to have more responsibility and community involvement. He said he is working on upgrading their weapons and one officer would like to be the armorer. He shared he is going to have a meeting with his officers next week to discuss the matter.

Councilwoman Hanchar advised Council she went to the Marion County School Board workshop, and it was eye opening. She said one takeaway is the school board would like to use other buildings for emergency sheltering. She suggested a new Police Department building which could provide shelter. She commented the meeting opened a much-needed dialog between the School Board and the County.

Chief Scaglione stated he and Mayor Green had a conversation which brought them to the Tavares Police Department to see their emergency operation center. He said staff is searching for grants to build an emergency operations center which includes a shelter. He said he spoke to someone from Senator Rubio's office, and they told him they would be able to help him obtain grants.

Mayor Green stated the school's capacity to serve as an emergency shelter has been eliminated and this portion of the State is without one now. He asserted this is unacceptable and we want to work with our partners to solve the issue. He said he hadn't said anything before now because he wanted to gather more information before bringing it forward.

Vice-Mayor Inskeep said all Councilmembers should feel comfortable bringing up any concerns they may have, or have been informed about by a citizen, with a fellow Council member. He stated if they receive correspondence on anything controversial it should be discussed, because it is the best way to squash rumors. He asserted he wants to know when people say things about him.

Councilman Dillon asked Attorney Hand if there is anything prohibiting Mrs. Odom from identifying which Councilmember requested information when she is responding to Councilmember record requests. Attorney Hand replied not necessarily, but the City has always done it this way to avoid potential Sunshine issues. Councilman Dillon asked about the email he received requiring him to provide text message data. Attorney Hand explained the State law regarding public record requests.

Councilman Dillon referred to the multi-modal trail letter and stated he requested the CRA reference to be stricken because he opposed the use of CRA funds for off street parking. He explained the purpose of the workshop is to discuss and reach a consensus about the content of the letter. He said, however, another Council member asked to have verbiage added which wasn't discussed during the workshop. He asserted this action didn't allow for discussion, nor time for other Council members to consider the change.

Mayor Green stated having something come up between the workshop and the meeting can

happen. He said he would like to see all items discussed at the workshop, but he recognized this may not always be the case.

There was further discussion regarding the process of reviewing information and when it should be brought to Council.

Mayor Green commented if there is an issue a Council member feels strongly about, we all want to hear it.

12) City Attorney Comments
Attorney Hand had no additional comments.

13) Public Comment
There were no public comments.

Adjournment
The meeting was adjourned at approximately 8:33 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: April 10, 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 5:58 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
Tim Inskeep, Vice-Mayor, Seat 3
Vacant, Councilperson, Seat 2
Rex Lehmann, Councilman, Seat 4
Valerie Hanchar, Councilwoman, Seat 5

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

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

Proof of Publication The agenda was posted on the City's Website and City Hall bulletin board on Wednesday, April 03, 2024 and amended on April 4th to add minutes and backup to item #2b.

Council Comments Regarding Agenda
There were no Council comments.

Public Comment on non-agenda items
Art Jones, 12163 Palmetto Way, announced a City beach river clean-up day is scheduled for Thursday, May 16th beginning at 9:00 a.m. He invited volunteers and stated they don't have to bring any tools, because everything will be provided.

Consent Agenda

- Authorize staff to engage Appell Striping & Seal Coating, Inc. in the amount of $7,755.44 to seal coat and re-stripe the City Hall Parking Lot and Boat Ramp
- Authorize the Mayor to sign Amendment 1 to Agreement #AGR2023-14 Florida Police Benevolent Association Collective Bargaining Agreement
- Authorize Staff to Prepare a Request for Proposals for Solid Waste Collection
- Approval of Meeting Minutes
  November 06, 2023, Special Workshop
  November 06, 2023, Workshop
  November 15, 2023, Meeting
  December 04, 2023, Workshop
  January 03, 2024, Special Workshop

Public Comment

There were no public comments.

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

Regular Agenda

1) Presentation

1.a) Windstream/DMS (Department of Management Services) – Internet and Phone Services

Ms. Leonard stated she and Andy Mathews have been working to consolidate the phone and internet services. She explained we currently have seven different providers, which makes it very difficult for the City to do business. She pointed out the many issues with our current internet service. She said they had spoken with the Department of Management Services, who introduced them to Windstream. She announced with Windstream all our services can be managed with only one provider.

Rob Malone, Windstream Enterprise, spoke about his partnership with the State of Florida and how this partnership provides the City of Dunnellon access to State rates. He said their hosted services allow them to work from anywhere, provide a Police Department set up, and offer a primary and backup internet connection all while working with our team and catering to our needs. He commented Windstream will help bring Dunnellon into the 21st century.

Councilman Lehmann asked several questions regarding negotiated rates, what internet carriers they use, if they provide all the equipment, and if there is a way to see how the system works before fully connecting. Mr. Malone responded by providing more details regarding the integration process.

Mrs. Odom stated everything will be streamlined under one contract and she shared the number of contracts we currently carry.

Vice-Mayor Inskeep commented it sounds as if we have issues with Xfinity and he asked if we would still have those issues if we made this change. Mr. Mathews replied we would be using different vendors and receive new contacts. He commented we can't get anyone at OpticalTel to respond to us. He

explained his favorite feature of this system is it brings two connections into the building including a cellular backup. He advised Council we will have three services combined into one connection which means if we lose one, we don't go completely down. He stated the managed security is in the cloud and we will not be limited by hardware. He added if the City chooses to expand in the future, there will be enough bandwidth and speed to do so.

Mrs. Odom asked Mr. Malone if he knew the number of government entities Windstream services. Mr. Malone replied there are dozens, but he doesn't have the exact number on hand.

There was further discussion regarding price difference, savings in staff time, history of how the City came to have so many providers, building security, compatibility with Verteks, firewalls, and turnaround time.

Mrs. Odom stated the next step would be for staff to obtain a contract for Council and Attorney Hand to review. She commented this presentation is simply an introduction.

2) Regular Agenda Items

2.a) Agreement #AGR2024-11, Contract for the Sale and Purchase of Surplus Property Dunnellon Heights, Lot #358

Public Comment

There were no public comments.

Councilwoman Hanchar stated the deed for this property showed mineral rights. Attorney Hand replied any local government is allowed to include mineral rights on a property deed and contract. Councilwoman Hanchar asked if the buyers have a problem with it. Attorney Hand replied if the buyers would like to have it removed, often the title company prefers to see it removed by Resolution.

Councilwoman Hanchar moved the Mayor be authorized to sign Agreement #AGR2024-11 with Ronald and Maxima Setters for the sale and purchase of surplus property located in Dunnellon Heights, Lot 358 with a Resolution to waive the rights set forth in statute 270.11. Councilman Lehmann seconded the motion. A vote was taken, and the motion passed 4-0.

2.b) Agreement #AGR2024-12 Multi-Year Contract with Rock and Roll Pavers for Dunnellon Heights Road Grading

Public Comment

There were no public comments.

Mrs. Odom stated Attorney Hand has reviewed and approved the contract. She said she sent the contract to Rock and Roll Pavers but has not heard back from them yet.

Vice-Mayor Inskeep asked if Mr. Ward had reached out to Rock and Roll Pavers regarding the price inflation of the material. Mr. Ward replied it is covered in the price and he has no issues with it.

Councilman Lehmann moved to authorize the Mayor to sign a bi-annual contract with Rock and Roll Pavers for road grading in Dunnellon Heights at $16,000 per year for a grand total contract amount of $32,000. Councilwoman Hanchar seconded the motion. A vote was taken, and the motion passed 4-0.

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

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

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

3) Ordinance
3.a) Public Hearing - Ordinance #ORD2024-01, Mobile Food Vending (Advertised in the Riverland News on 03/29/2024 and Posted on the City Website on 3/20/2024)
Mayor Green gaveled down and stated, "It is now 6:43 p.m. and I close the regular meeting and open this public hearing to discuss Ordinance #ORD2024-01, Mobile Food Vending. Posted on the City Website on March 20, 2024, and advertised in Riverland news on March 29, 2024."

Staff Presentation
Attorney Hand reported there have been no changes since the first reading.

Public Comment
There were no public comments.

Mayor Green gaveled down and stated, "It is now 6:45 p.m. and I close this public hearing held to discuss Ordinance #ORD2024-01 and reopen the April 10, 2024 City Council meeting."

Final Reading
Ordinance #ORD2024-01, Mobile Food Vending

Vice-Mayor Inskeep moved Ordinance #ORD2024-01 be read by title only. Councilwoman Hanchar seconded the motion. A vote was taken, and the motion passed 4-0.
Mrs. Odom read the following into the record:

"ORDINANCE #ORD2024-01

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE DUNNELLON CODE OF ORDINANCES BY CREATING CHAPTER 18, ARTICLE IX, MOBILE FOOD DISPENSING VEHICLES; PROVIDING REGULATIONS FOR MOBILE FOOD DISPENSING VEHICLES OPERATING WITHIN THE CITY OF DUNNELLON; ESTABLISHING A ZONE FOR OPERATION OF MOBILE FOOD DISPENSING VEHICLES; ESTABLISHING PROHIBITIONS; ESTABLISHING OPERATING REQUIREMENTS; ESTABLISHING PENALTIES FOR VIOLATIONS; AMENDING APPENDIX A – ZONING, OF THE CITY OF DUNNELLON LAND DEVELOPMENT REGULATIONS FOR CONSISTENCY WITH THE DEFINITIONS AND ZONE OF OPERATIONS ESTABLISHED HEREIN WITHIN CHAPTER 18, ARTICLE IX OF THE DUNNELLON CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE."

Public Comment
There were no public comments.

Vice-Mayor Inskeep moved Ordinance #ORD2024-01 be approved. Councilwoman Hanchar seconded the motion. A vote was taken, and the motion passed 4-0.

4) Resolutions
4.a) Public Hearing - Resolution #RES2024-11, Affordable Housing (Advertised on the City Website on 3/20/2024 and in the Riverland News on 3/29/2024)

Mayor Green gaveled down and stated, "It is now 6:48 p.m. and I close the regular meeting and open this public hearing to discuss Resolution #RES2024-11, Affordable Housing. Advertised on the City Website on 3/20/2024 and in the Riverland News on 3/29/2024."

Staff Comment
Attorney Hand explained the City is required by the State of Florida to identify any property which is subject to affordable housing, and none have been identified.

Public Comment
There were no public comments.

Mayor Green gaveled down and stated, "It is now 6:50 p.m. and I close the public hearing held to discuss Resolution #RES2024-11 and reopen the April 10, 2024 City Council meeting."

Councilwoman Hanchar moved Resolution #RES2024-11 be read by title only. Vice-Mayor Inskeep seconded the motion. A vote was taken, and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-11

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA ADOPTING AN INVENTORY LIST OF CITY OWNED REAL PROPERTY THAT IS APPROPRIATE FOR USE AS AFFORDABLE HOUSING; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."

Public Comment
There were no public comments.

Councilwoman Hanchar moved Resolution #RES2024-11 be approved. Vice-Mayor Inskeep seconded the motion. A vote was taken, and the motion passed 4-0.

5. Ordinances
5a) First Reading Ordinance #ORD2024-04, Business Tax Receipt (BTR) Increase

Public Comment
Dave Porter, 11835 E. Blue Cove Dr., asked Council to consider removing item 4.a. from Section 1, requiring two rentals to make it a business.

Mrs. Odom and Attorney Hand addressed his comment, replying under the current BTR structure the City has limitations on what can be changed, and it is a convoluted process. Attorney Hand stated he is not aware of any conflict between the Vacation Rental Ordinance and the Business Tax Receipt Ordinance, but he would need to review them. Mrs. Odom informed Mr. Porter the staff would look into it again and provide a definite answer at a later time.

Councilwoman Hanchar moved Ordinance #ORD2024-04 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 #ORD2024-04
AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING SECTION 18-49 OF THE CODE OF ORDINANCES BY INCREASING BUSINESS TAX RECEIPT FEES CURRENTLY LISTED IN SAID SECTION BY THE AMOUNT OF FIVE PERCENT (5% = $3.01) AS ALLOWED BY SECTION 205.0535(4) FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."

Councilwoman Hanchar moved Ordinance #ORD2024-04 be approved. Vice-Mayor Inskeep seconded the motion. A vote was taken, and the motion passed 4-0.

6. Resolutions
6.a) Resolution #RES2024-12, Vacation Rental Ordinance Enforcement Extension

Public Comment
Dave Porter, 11835 E. Blue Cove Dr., said the State has specific rules regarding inspections and the City's Vacation Rental Ordinance requires fire inspections annually. He asked Council to discuss at the next meeting why the County is not performing fire inspections.

Mrs. Odom replied they aren't refusing to perform fire inspections; staff just needs to provide the information they need to begin.

Mr. Ward stated Marion County will only do inspections upon request and we just need to ask them by completing their paperwork. Mrs. Odom cleared that the Dunnellon Fire Department had a schedule

and inspected every business in town. She said currently if we have a need for a building inspection, they will come out and do an inspection at our request. She explained our contract language states they will provide fire inspections, but it doesn't specify scheduling and inspecting regularly. Mrs. Smith added the businesses pay for these inspections.

Mrs. Odom stated she will review the last correspondence we received from the Marion County Fire Chief and bring information to the next workshop.

Vice-Mayor Inskeep moved Resolution #RES2024-12 be read by title only. Councilwoman Hanchar seconded the motion. A vote was taken, and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-12
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 FROM ITS EFFECTIVE DATE OF APRIL 1, 2024 TO OCTOBER 1, 2024; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."

Councilwoman Hanchar moved Resolution #RES2024-12 be approved. Vice-Mayor Inskeep seconded the motion. A vote was taken, and the motion passed 4-0.

6.b) Resolution #RES2024-13 FY2023-2024 Budget Amendment for improvements to the City Hall parking lot and Boat Ramp

Public Comment
There were no public comments.

Councilwoman Hanchar moved Resolution #RES2024-13 be read be title only. Vice-Mayor Inskeep seconded the motion. A vote was taken, and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-13
A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA AMENDING THE FISCAL YEAR 2023-24 BUDGET TO TRANSFER FUNDS FROM THE 5TH CENT GAS TAX RESERVE IN THE AMOUNT OF $7,756.00 TO FUND EXPENSES FOR IMPROVEMENTS TO THE CITY HALL PARKING LOT AND BOAT RAMP PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE".

Councilwoman Hanchar moved Resolution #RES2024-13 be approved. Vice-Mayor Inskeep seconded the motion.

There were no Council comments.

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

6.c) Resolution #RES2024-15, Declaring Property Owned by the City, Parcel #3380-1359-00, located at the corner of Ohio and Chestnut Streets as Surplus

Public Comment
There were no public comments.

Mrs. Odom clarified this property is on the corner of Ohio and Chestnut, rather than Ohio and Cedar, as prior documentation had indicated.

There were no Council comments.

Councilwoman Hanchar moved Resolution #RES2024-15 be read by title only. Vice-Mayor Inskeep seconded the motion. A vote was taken, and the motion passed 4-0.

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-15
A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, DECLARING PROPERTY OWNED BY THE CITY, PROPERTY ID NO. 3380-1359-00 LOCATED AT THE CORNER OF OHIO AND CEDAR STREETS AS SURPLUS AND PROVIDING FOR DISPOSAL THEREOF."

Vice-Mayor Inskeep moved Resolution #RES2024-15 be approved. Councilwoman Hanchar seconded the motion. A vote was taken, and the motion passed 4-0.

7. Department Reports
Mrs. Odom stated she received an email from Mr. Couillard from Marion County requesting official notice about the Council's decision to rescind the funding for the Blue Run Park restroom project.

Vice-Mayor Inskeep said the language in the Agreement stated "as funds are available" and we removed those funds to utilize the money elsewhere. He suggested the letter be drafted on this premise. He provided a brief discussion history to Councilwoman Hanchar to bring her up to speed.

There was further discussion regarding the history of the restroom project, funds committed, and what has been removed from the budget.

Mrs. Odom stated she would craft the letter to include the financial numbers and advised Council a motion would be required to authorize the Mayor to sign the letter.

Mr. Ward stated a new Service Worker was hired for Public Works, Brian Jenkins. He shared Mr. Jenkins has eight years' experience in Public Works.

Captain Bray informed Council the insurance company has settled the claim for the damaged LPR trailer and they have received two replacement quotes. He advised they will be utilizing the State contract, allowing them to purchase without having to go out for bid. He asked Council for permission to move forward with the purchase. Mrs. Smith added the balance of the purchase price would come from the 1 cent sales tax.

Councilwoman Hanchar moved to approve the purchase of a new advanced license plate reading traffic trailer from Millenium in the amount of $36,068.29. Councilman Lehmann seconded the motion.

Councilman Lehmann suggested discussing with the State the possibility of constructing a barrier of some sort to protect the new speed trailer. Captain Bray stated since this is a mobile device, it doesn't make sense to create a permanent structure for it.

Vice-Mayor Inskeep suggested tabling this discussion to provide time to review insurance and licensing fees for future budgets. Discussion followed regarding these fees.

Public Comment
There were no public comments.

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

Captain Bray provided the Police Department's monthly update which included traffic stops, arrests, a natural death, and overdoses.

8. Council Liaison Reports and Comments
Mayor Green announced a resignation from Councilman Dillon has been received.

Discussion followed regarding options for finding a new Council member.

Vice-Mayor Inskeep moved to advertise for the vacancy. Councilwoman Hanchar seconded the motion.

Public Comment
There were no public comments.

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

Councilwoman Hanchar stated FGUA will be removing all septic tanks off the Rainbow River. She commented even though this work isn't in the City limits, it still impacts residents. She provided details about the project and said FGUA has completed studies determining whether the wastewater system could handle the additional treatment.

Mayor Green suggested a special workshop to discuss this with FGUA and Will Fontaine because we are

all dependent on the water and sewer. Council agreed to a joint workshop. Mayor Green offered to reach out to Mr. Fontaine.

Vice-Mayor Inskeep stated Rob Balmes, Ocala Marion TPO, suggested the City reach out to the Marion County engineer regarding bridge access. He said, however, he has learned the County will be in contact with us soon with a modified version of the bike trail. He suggested we wait to see what the County has to say before reaching out to the engineer. He informed Council Mrs. Odom is involved with these conversations as well.

Vice-Mayor Inskeep reminded everyone about the citizens who had come forward last week asking for help with the Dunnellon Heights road conditions. He stated the problem is the amount of traffic going to the little league field which is causing unsafe conditions, damaging the roads, and kicking up excessive dust. He asserted these roads were not meant for this kind of traffic and are likely reducing property values. He suggested approaching FDOT to improve Bridges Road or terminate the Dunnellon Little League contract, because it has become a nuisance. He pointed out most of the people who go to the little league park are not Dunnellon residents.

Vice-Mayor Inskeep stated he is for discussions regarding a new police station, but it doesn't need to include a storm shelter. He provided a list of reasons, including the City's financial and staffing limitations. He suggested we reconsider this idea even though it may help achieve funding for a police station.

Vice-Mayor Inskeep addressed the concern Councilman Lehmann brought up last week regarding a letter received from the Rainbow Springs Art President, Amy Wood. He quoted her as stating "I know Tim Inskeep is wanting to sell our building to a law firm." Vice-Mayor Inskeep rebutted this statement and said he has not communicated this to anyone and he has repeated in the past OpticalTel would be the perfect entity to purchase the building. He added RSA could make a similar agreement with them.

Mayor Green responded to Vice-Mayor Inskeep's comments regarding the storm shelter. He explained the high school is no longer suitable, and we don't have a shelter for any of our citizens. He said he would like to conduct research to see if we can get a shelter here. He stated it will take years to put something like this together, so he is considering whether to seek another four-year term in November.

9. City Attorney Report

Attorney Hand requested a 5-minute recess to allow Mrs. Odom to review a Resolution he created to address waving mineral rights for the surplus property being sold in Dunnellon Heights.

Mayor Green called for a short recess at 7:44 p.m.

Mayor Green reopened the April 10, 2024 City Council Workshop at 7:50 p.m.

Attorney Hand stated this Resolution essentially confirms waving mineral rights for Lot #358 in Dunnellon Heights and it should be sufficient for the title company.

Public Comment
There were no public comments.

Councilwoman Hanchar moved Resolution #RES2024-17 be read by title only. Councilman Lehmann seconded the motion.

Vice-Mayor Inskeep asked Attorney Hand to clarify what this Resolution accomplishes. Attorney Hand replied if someone discovered oil on the property tomorrow, the City would not have a claim to it.

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

Mrs. Odom read the following into the record:

"RESOLUTION #RES2024-17
A RESOLUTION OF THE CITY OF DUNNELLON , FLORIDA WAIVING RESERVATION OF RIGHTS FOR PHOSPHATE, MINERALS, METALS, AND PETROLEUM PER S 270.11 FLORIDA STATUTES IN , ON , OR UNDER THAT REAL PROPERTY IDENTIFIED AS REAL PROPERTY ID#3448-358-000, LOT 358, DUNNELLON HEIGHTS PLAT BOOK 'F' PAGE 92, AND LOCATED ON SAINT BENEDICT DRIVE, WHICH PROPERTY IS CURRENTLY UNDER CONTRACT FOR SALE BY THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."

Councilwoman Hanchar moved Resolution #RES2024-17 be approved. Councilman Lehmann seconded the motion. A vote was taken, and the motion passed 4-0.

10) Adjourn
At 7:55 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

CITY OF DUNNELLON
COUNCIL
AGENDA SUMMARY FORM

Meeting Date: August 14, 2024

Responsible Dept.: Finance

Presenter: Jan Smith

Subject: FY2023-2024 Third Quarter General Fund Budget Update

Request for Approval Summary Explanation & Background: Attached are the FY2023-2024 third quarter results. The following documents are provided.

- Budget vs Actuals period ending June 30, 2024
- Cash Reserves as of June 30, 2024

Fiscal Information: N/A

Procurement Method: N/A

Purchase Requisition#: N/A

CITY OF DUNNELLON
2023-2024 YEAR TO DATE SUMMARY
JUNE 75% BUDGET

GENERAL FUND

	REVENUES	FY 22-23 ACTUAL UNAUDITED	FY 23-24 REVISED/ AMENDED BUDGET	FY 23-24 YEAR TO DATE ACTUAL	FY 23-24 % OF BUDGET COLLECTED	FY 23-24 PROJECTED	Projected vs Budget (Under)/Over Budget)	Comment
1	Taxes (New)	2,345,622	2,301,282	1,878,895	81.6%	2,340,672	39,390	Delinquent taxes exceeded budget $43,280
2	Licenses & Permits	262,422	166,118	164,619	99.1%	198,129	32,011	Building permit revenue projected to come in greater than budget
	Impact Fees	4,001	3,240	2,965	1	3,775	535	
3	Special Assesment	-	-	-	-	-	-	
4	Intergovernmental	511	350	3,805	11	3,893	3,543	Grant revenue not budgeted $3,520
5	Federal Grants	95,005	-	55,859	0%	55,859	55,859	Reimbursement from FDLE JAG grant $6,627, Recognize ARPA grant revenue earned $66,785
6	State Grants	-	-	-	0.0%	-	-	
7	State Shared	291,098	287,469	198,416	69%	285,993	(1,476)	Motor fuel tax rebate not received as of 6/30/24
8	Local Grants	563	1,372	261	19%	1,372	-	
9	Charges For Services	9,225	7,468	8,157	109%	8,961	1,493	Projection for Cemetery Open and Close and Deed preparation greater than budget.
10	Public Safety	7,510	4,500	4,564	101.4%	5,689	1,189	Projection for anticipated Fire Safety inspections greater than budget.
11	Sanitation	282,628	291,177	171,288	58.8%	291,177	-	
12	Transportation	18,625	19,773	-	0.0%	19,773	-	
13	Culture/Recreation	8,604	8,000	6,762	84.5%	8,762	762	
14	Fines & Forfeitures	11,747	8,831	7,996	90.5%	9,369	538	
15	Miscellaneous	285,336	205,080	408,839	199.4%	443,753	238,673	Interest earnings projected to come in $183,326 greater than budget. Other misc revenue projected at approximately $15,000 over budget, PD special detail $8,160 offset by special detail salary expense in 01521
16	Transfer from Reserves (Old)	-	1,103,470	-	0.0%	828,087	(275,383)	Decrease preimarily due to capital projects completed under budget, cancelled or moving forward to FY24-25
17								
18	Total GF Revenues	3,622,897	4,408,130	2,912,426	66.1%	4,505,264	97,134	

CITY OF DUNNELLON
2023-2024 YEAR TO DATE SUMMARY
JUNE 75% BUDGET

	EXPENDITURES	FY 22-23 ACTUAL UNAUDITED	FY 23-24 REVISED/ AMENDED BUDGET	FY 23-24 YEAR TO DATE ACTUAL	FY 23-24 % OF BUDGET COLLECTED	FY 23-24 PROJECTED	Projected vs Budget (Under)/Over Budget)	Comment
19	City Council	221,966	280,541	172,568	61.5%	264,099	(16,442)	Decrease due to capital projects coming in under budget or moved forward to FY24-25 and projected unspent budgeted operating expenses
20	Executive	-	-	-	-	-	-	
21	City Clerk	350,470	385,504	291,094	76%	384,335	(1,169)	Decrease primarily due to electricity, water/sewer and overtime coming in less than budget.
22	Legal Counsel	98,023	85,600	52,164	61%	73,564	(12,037)	Decrease primarily due to expenses associated with Community Development and Police coming in less than budget.
23	Comprehensive Planning & Development	100,152	163,618	51,754	32%	155,080	(8,538)	Decrease primarily due to employee health insurance expense coming in less than budget as a result of the employee health incentive for not taking City coverage.
24	Information Technology	36,646	38,771	14,696	38%	38,350	(421)	
25	Finance	176,596	278,547	163,503	59%	238,466	(40,081)	Decrease primarily due to implementation of new software moved to after 10/1/24
26	Buildings Repair/Maintenance	70,437	79,719	37,724	47%	68,316	(11,403)	Decrease primarily due to employee health insurance expense coming in less than budget as a result of the employee health incentive for not taking City coverage.
27	Garage	12,797	16,872	9,891	59%	14,873	(1,999)	Decrease primarily due to projected unspent budgeted operating expenses
28	Police	943,313	1,160,352	721,971	62%	1,178,060	17,708	Increase primarily due to grant expenses offset by 100% grant reimbursement revenue
29	Fire/Rescue	8,047	10,661	7,073	66%	9,073	(1,588)	Decrease primarily due to electricity and water/sewer expenses coming in less than budget.
30	Animal Control	9,580	9,515	12,063	127%	13,045	3,530	Increase primarily due to cost for contractual service provided by Marion County greater than budget.
31	Building Inspector	74,169	131,985	61,417	47%	119,670	(12,315)	Decrease primarily due to employee health insurance expense coming in less than budget as a result of the employee health incentive for not taking City coverage.
32	Sanitation	197,759	210,221	135,515	64%	189,513	(20,708)	Decrease primarily due to cost for contracted waste hauling coming in less than budget.
33	Cemetery	39,096	42,611	25,208	59%	40,464	(2,147)	Decrease primarily due to projected unspent budgeted operating expenses
34	Roads and Streets	534,130	1,295,013	219,114	17%	1,155,752	(139,261)	Decrease primarily due to deferral of the stormwater assessment project for approximately 2 years and expense for electricity coming in less than budget.
35	Mosquito Control	922	2,139	1,156	54%	2,151	12	
36	Parks and Recreation	67,905	122,500	39,834	33%	72,968	(49,531)	Decrease due to postponement of capital project related to playground equipment.
37	Police Trust Expense	3,155	-	1,623	0%	1,592	1,592	Donated funds used for Police vehicle wrap and unclaimed lost property
38	Transfer to Reserves	-	93,961	35,134	37%	93,961	-	
39							-	
40	Total GF Expenditures	2,945,164	4,408,130	2,053,500	47%	4,113,331	(294,799)	
41	Surplus/(Deficit)	677,733	-	858,926		391,933		

			UNAUDITED BALANCE 10/1/2023	BALANCE 5/31/2024	BALANCE 6/30/2024	NET CHANGE FROM PRIOR PERIOD	NET CHANGE FROM START OF YEAR	
ACROSS FUNDS								
02000-10100	ACCOUNTS PAYABLE CHECKING		48,550.24	42,825.70	42,683.22	(142.48)	(5,867.02)	
02000-10102	PAYROLL CHECKING		25,356.91	81,634.75	83,032.42	1,397.67	57,675.51	
MULTIPLE	VENDOR/PAYROLL		20,291.84	2,060.24	3,234.34	1,174.10	(17,057.50)	
GF BANK ACCOUNTS								
02000-10112-CD017	BRANNEN BANK 12 MTH (03.29.25) CD8017 5% INT		0.00	2,892,040.89	2,904,322.16	12,281.27	2,904,322.16	
02000-10112-CD217	BRANNEN BANK 6 MTH (06.12.24) CD8217 - 5% INT		1,522,523.18	1,569,966.77	1,576,615.54	6,648.77	54,092.36	
02000-10112-CD218	BRANNEN BANK 6 MTH (03.19.24) CD8218 - 5% INT		0.00	0.00	0.00	0.00	0.00	
02000-10112-CD417	BRANNEN BANK 3 MTH (12.09.23) CD8417		255,597.53	0.00	0.00	0.00	(255,597.53)	
02000-10112-CD617	BRANNEN BANK 6 MTH (03.29.24) CD617 -5% INT		1,081,559.18	0.00	0.00	0.00	(1,081,559.18)	
02000-10112-CD861	BRANNEN BANK 6 MTH (08.29.24) CD8617 - 5% INT		1,003,821.92	1,035,508.16	1,039,893.51	4,385.35	36,071.59	
02000-10113	COMMUNITY DEVELOPMENT DEPOSITS		28,802.50	33,802.50	33,802.50	0.00	5,000.00	
02000-10116	GENERAL FUND OPERATING ACCOUNT		1,084,418.72	378,816.01	313,578.36	(65,237.65)	(770,840.36)	
02000-10117	CITY OF DUNNELLON SWEEP ACCT		2,059,988.93	2,081,273.41	2,088,950.24	7,676.83	28,961.31	
02000-10200	PETTY CASH		1,025.00	1,000.00	1,000.00	0.00	(25.00)	
02000-15100	St Admin Fund #0480 (SBA)		166,239.42	172,520.55	173,299.65	779.10	7,060.23	
02000-15122	POLICE TRUST FUND ACCOUNT		4,467.11	6,183.66	6,186.20	2.54	1,719.09	
02000-15127	PD Forfeiture Account		2,072.08	2,079.00	2,079.86	0.86	7.78	
02000-15170	PAYROLL CASH EQUITY		0.00	0.00	0.00	0.00	0.00	
GF CASH			7,284,422.72	8,297,651.40	8,265,443.66	(32,207.74)	981,020.94	
GF EQUITIES								
02000-15135	GAS TAX EQUITY ACCT-5TH CENT		673,633.87	694,563.79	698,334.59	3,770.80	24,700.72	Restricted by Statute-Roads & Streets Capital
02000-15136-PD	IMPACT FEE EQUITY		14,710.81	17,361.01	17,361.01	0.00	2,650.20	Restricted by Ordinance #ORD2020-08-Police Dept. Capital-capacity increases only
02000-15138	TREE FUND EQUITY		1,597.62	1,597.62	1,597.62	0.00	0.00	Funded through tree fines
02000-15160	GAS TAX EQUITY ACCT-6TH CENT		72,250.59	72,250.59	72,250.59	0.00	0.00	Restricted by Statute-Roads & Streets Operating
02000-15162	CEMETERY EQUITY ACCT		93,426.83	105,830.25	107,364.53	1,534.28	13,937.70	Restricted by statute
02000-15166 PBLDG	CAP IMPR EQ-NEW POLICE FACILITY		574,621.00	574,621.00	574,621.00	0.00	0.00	Restricted by Resolution #RES2022-08
02000-15170	PAYROLL CASH EQUITY		41,338.41	0.00	0.00	0.00	(41,338.41)	Audit Entry only
02000-15171	EQUITY-PD TRUST		4,467.11	6,183.66	6,186.20	2.54	1,719.09	Restricted for Police Dept community uses-donations received
02000-15172	PD FORFEITURE EQUITY		2,072.08	2,079.00	2,079.86	0.86	7.78	Restricted by Statute-Police Dept
02000-15173	GF UNRESTRICTED		1,280,933.17	2,040,953.08	1,974,297.78	(66,655.30)	693,364.61	Unrestricted as to use (operating account)
02000-15175	GF CAPITAL INFRASTRUCTURE EQUITY		1,808,014.50	1,808,014.50	1,808,014.50	0.00	0.00	Restricted by Resolution #RES2020-22 Fund Balance Policy-Capital
02000-15177	POLICE AUTOMATION EQU.		24,947.43	24,947.43	24,947.43	0.00	0.00	Restricted by Statute-Police Dept
02000-15185	DESIGNATED CAP REP EQY		136,006.80	115,223.49	115,223.49	0.00	(20,783.31)	Restricted by approved budget-Any capital need
02000-15186	GAS TAX CAP REPLACE EQY		69,355.54	69,355.54	69,355.54	0.00	0.00	Restricted by approved budget-Roads & Streets Capital
02000-15187	POLICE EDUCATION EQUITY		4,760.59	4,760.59	4,760.59	0.00	0.00	Restricted by Statute-Police Dept
02000-15188 T2017	1% Local Infrasturcture Surtax		690,903.09	851,167.49	876,338.31	25,170.82	185,435.22	Restricted by County Ordinance No. 20-07-R&S/Police/Fire Capital only
02000-15191	EMERGENCY RESERVE EQUITY		828,659.18	1,043,080.50	1,075,041.33	31,960.83	246,382.15	Unrestricted-Per Fund Balance Policy
02000-15199	GF DEBT SVC RESERVE (FUND 140)		58,333.14	43,749.78	14,583.11	(29,166.67)	(43,750.03)	Restricted per Bond Covenants
02000-15200 G2126	RESTRICTED GRANT-(ARPA)		832,748.50	765,216.00	765,216.00	0.00	(67,532.50)	Restricted by Finance Dept-Roads & Streets Capital Grant Proceeds
GF EQUITIES			7,212,780.26	8,240,955.32	8,207,573.48	(33,381.84)	994,793.22	
DEBT SERVICE			1,662,500.00	1,575,000.00	1,531,250.00	(43,750.00)	(131,250.00)	
$175,000 ANNUALLY								
MATURITY 12/31/32								

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 #ORD2024-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING FINES FOR PARKING TICKETS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. 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 parking fines within the City of Dunnellon. Within the recitals of the ordinance, the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to update the City's Code regarding antiquated parking fine amounts.

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;

No direct impact to general businesses. A business parking a vehicle illegally may be cited for noncompliance with City Codes.

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

Fines associated with overtime parking, parking in a no parking zone, improper parking, parking meter violations, and violations not specifically identified within the fine schedule are increased to $100.00 from the current fine of $50.00. Fines associated with leaving vehicle keys in ignition are increased to $50.00 from the current fine of $35.00.

(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, staff administration only.

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

Indeterminable as fines are incurred in the event of noncompliance with City and State parking regulations.

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

ORDINANCE #ORD2024-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING FINES FOR PARKING TICKETS; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to update the City's Code regarding antiquated parking fine amounts.

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

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

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

SECTION 2. Section 66-62, Chapter 66, Article II, Division 2 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

Sec. 66-62. Schedule of fines.

The following fines apply for the violations listed:

(1) *Overtime parking.* The fine for parking overtime shall be ~~$50.00~~ $100.00.

(2) *Parking in fire zone.* The fine for parking in an area designated as a fire zone shall be $200.00.

(3) *Parking in a no parking zone.* The fine for parking in a no parking zone shall be ~~$50.00~~ $100.00.

(4) *Improper parking.* The fine for improper parking shall be ~~$50.00~~ $100.00.

(5) *Parking meter violations.* The fine for violations of 66-42~~(a), (b)~~ (1), (2) of this article shall be ~~$50.00~~ $100.00. The fine for violations of 66-42~~(c), (d)~~ (3), (4) of this article shall be $500.00.

(6) *Other violations.* The fine for any other violation of this article or provisions of the Florida Statutes pertaining to parking shall be ~~$50.00~~ $100.00.

(7) *Leaving vehicle with keys in ignition.* The fine for leaving a parked vehicle while the keys remain in the ignition shall be ~~$35.00~~ $50.00.

(8) *Parking in space reserved for handicapped or disabled persons.*

a. The fine for parking in a handicapped zone without a permit shall be $250.00.

b. If a citation is issued to a person legally entitled to park in a designated handicapped zone, the fine shall be waived upon presentation of proof of a disabled parking permit at the police department.

SECTION 3. CONFLICTS. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 5. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the City of Dunnellon Code of Ordinances. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 10th day of July 2024.

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 _____, 2024.

Ordinance Posted on the City's website on July 18, 2024.

Public hearing advertised on the City's website on July 24, 2024, and advertised in the Riverland News on August 2, 2024.

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 18th day of July 2024.

_____
Amanda L. Odom, CMC
City Clerk

Business Impact Estimate

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

ORDINANCE #ORD2024-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING CHAPTER 78, ARTICLE II, DIVISION 3 OF THE CITY OF DUNNELLON CODE OF ORDINANCES AND UPDATING FINES RELATED TO ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING 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;

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

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. 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 boating fines within the City of Dunnellon. Within the recitals of the ordinance the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to update the City's Code regarding antiquated fine amounts related to issuance of civil municipal code violation tickets for boating.

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;

No direct impact to general businesses. A business operating a vessel in violation of Chapter 78 of the City of Dunnellon Code of Ordinances may be cited for said violation(s).

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

Fines associated with violations of Chapter 78 of the City Code are increased to $100.00 from the current fine of $50.00.

(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, staff administration only.

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

Indeterminable as fines are incurred in the event of noncompliance with City regulations.

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

N/A

ORDINANCE #ORD2024-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING CHAPTER 78, ARTICLE II, DIVISION 3 OF THE CITY OF DUNNELLON CODE OF ORDINANCES AND UPDATING FINES RELATED TO ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to update the City's Code regarding fine amounts related to issuance of civil municipal code violation tickets for boating.

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

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

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

SECTION 2. Chapter 78, Article II, Division 3 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

DIVISION 3. PENALTIES ~~AND SPECIAL MAGISTRATE~~

Sec. 78-53. Penalties—Fine schedule for civil municipal code violations.

(a) Violations of the provisions of this chapter, or failure to comply with any of the requirements as stated, shall constitute a civil municipal code violation.

(b) Any person who violates this chapter or fails to comply with any of its provisions shall be issued a civil municipal code violation.

(c) Contents of civil municipal code violation ticket. The ticket shall specifically describe the following:

(1) Describe the vessel;

(2) Indicate its location;

(3) Specify the nature of the violation;

(4) Indicate the amount of the fine;

(5) Give notice to the violator that he or she must pay the fine within 30 days or appeal the ticket; and

(6) Describe the procedures to be followed in either paying such fine or electing not to pay such fine and requesting a hearing before a county court official concerning the violation, and the penalty for failure to comply with the directions on the ticket.

A sequential numbering system shall be used.

(d) Computation of time. If the last day of any time period described in this section falls on a Saturday, Sunday or legal holiday, the time period shall run until the end of the next day which is neither a Saturday, a Sunday nor a legal holiday.

(e) All civil municipal code fines under chapter 78 of this Code, will be ~~$50.00~~ $100.00 per violation. Any future changes with regard to fees will be made by resolution.

Sec. 78-54. Payment of fine; appeals.

(a) Violations of this division shall be referred to the county court for the county of the Fifth Judicial Circuit.

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

(c) Appeal of civil municipal code fine ticket.

(1) Any individual who receives a civil ticket issued pursuant to the requirements of this chapter may voluntarily elect to appeal the ticket and request a hearing within 30 days from issuance of the ticket, by requesting an appeal with the county court for the county of the Fifth Judicial Circuit per the instructions on the ticket.

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

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

***

SECTION 3. CONFLICTS. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,

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

SECTION 5. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the City of Dunnellon Code of Ordinances. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 10th day of July 2024.

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 _____, 2024.

Ordinance Posted on the City's website on July 18, 2024.

Public hearing advertised on the City's website on July 24, 2024, and advertised in the Riverland News on August 2, 2024.

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 18th day of July 2024.

_____
Amanda L. Odom, CMC
City Clerk

Business Impact Estimate

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

ORDINANCE #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.

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

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

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

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. 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 creates a definition for 'alcoholic bevarages,' and sets forth the times that alcohol may be sold within the City, allowing for expanded Sunday sales. Within the recitals of the ordinance the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to amend restrictions on the sales of alcoholic beverages during specific days and hours and to ensure uniformity regarding the definition of 'alcoholic beverages' within the Code as consistent with Chapter 561, *Florida Statutes*.

.

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:

~24 businesses are currently licensed to sell alcohol within the City and will be impacted by the ordinance.

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

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.

WHEREAS, the purpose of this ordinance is to regulate the sale and consumption of alcoholic beverages within the City of Dunnellon; and

WHEREAS, the City Council of the City of Dunnellon finds that it is in the best interest of the City and the health, safety, and welfare of the public to amend restrictions on the sales of alcoholic beverages during specific days and hours and to ensure uniformity regarding the definition of 'alcoholic beverages' within the Code as consistent with Chapter 561, *Florida Statutes*.

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

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

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

SECTION 2. Chapter 6 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

Chapter 6 - Alcoholic Beverages.

~~Sec. 6-1. Hours of sale generally.~~

~~(a) Except on Sundays, when there shall be no sale of alcoholic beverages except as allowed by subsection (b) of this section and section 6-2, beverages containing more than ten percent of alcohol by weight shall be sold only between the hours of 7:00 a.m. and 11:45 p.m. within the city. The sale of such beverages within the city between the hours of 11:45 p.m. Saturday and 7:00 a.m. the succeeding Monday is hereby prohibited.~~

~~(b) On Sundays, the sale of alcoholic beverages within the city shall be permitted with meals, as defined in F.AC. 7A-3.5, in restaurants which meet the special requirements of F.A.C. 7A-3.15, only between the hours of 1:00 p.m. and 9:30 p.m.~~

Sec. 6-1. Definitions.

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

Alcoholic Beverage(s) means distilled spirits and all beverages containing one-half of one percent or more alcohol by volume.

~~Sec. 6-2. Sale of wine and beer on Sundays.~~

~~The sale of wine and beer for consumption off the premises on Sundays is permitted between the hours of 7:00 a.m. and 2:00 a.m. the following Monday.~~

Sec. 6-2. Hours of sale.

It shall be unlawful for any person to sell, consume or serve, or permit to be sold, consumed, or served, any alcoholic beverage in any establishment licensed by the State Division of Alcoholic Beverages and Tobacco except during the hours of 7:00 a.m. through 2:00 a.m. of the following day.

***

Sec. 6-6. Location of alcoholic beverage establishments.

It shall be unlawful to sell any alcoholic beverage ~~containing more than one percent of alcohol by weight~~ within 200 feet of any established school or church within the city.

***

SECTION 3. Chapter 10, Article II, Division 1 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

Chapter 10 – Amusement and Entertainment.

***

Article II. – Adult Entertainment.

Division 1. Generally.

***

Sec. 10-36. Definitions.

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

***

~~*Alcoholic beverage* means a beverage containing more than one percent of alcohol by weight. It shall be prima facie evidence that a beverage is an alcoholic beverage if there is proof that the beverage in question was or is known as beer, wine, whisky, brandy, or malt liquor, or by any other similar name, or was contained in a bottle or can labeled as any of such names, or a name similar thereto, and the bottle or can bears the manufacturer's insignia, name, or trademark. Any person who, by experience in the handling of alcoholic beverages, or who by taste, smell, or drinking of such alcoholic beverages has knowledge of the alcoholic nature thereof, may testify as to his opinion about whether such beverage is an alcoholic beverage.~~

Alcoholic beverage(s) shall be defined as specified in Section 6-1 of the Code of Ordinances of the City of Dunnellon, Florida.

***

SECTION 4. Chapter 42 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

Chapter 42 - Offenses

***

Sec. 42-4. Possession of alcoholic beverages and disposable food and beverage containers prohibited on Rainbow River.

(a) Definitions. As used in this section, the following words and phrases shall have the following meanings:

~~*Alcoholic beverage* means all beverages containing more than one percent of alcohol by weight. The percentage of alcohol by weight shall be determined by measuring the weight of the standard ethyl alcohol in the beverage and comparing it with the weight of the remainder of the ingredients as though the remainder of the ingredients were distilled water. Volume and weight tables for standard ethyl alcohol and distilled water used for the purposes of this section shall be established by the National Bureau of Standards and shall be conclusive regardless of the actual weight, which variance from the weight of distilled water is due to the adding of sugar, flavoring or other ingredients used in making the final product.~~

Alcoholic beverage(s) shall be defined as specified in Section 6-1 of the Code of Ordinances of the City of Dunnellon, Florida.

Disposable container means a receptacle designed to be used once then thrown away. For purposes of this section, disposable container includes metal and aluminum cans, cardboard containers, glass containers, and breakable plastic containers.

Food means anything which is eaten or drunk for nourishment, or any substance that is taken in the body which serves through organic action to build up normal structure or supply the waste of tissue, and includes confectionery.

Nonalcoholic beverage means a liquid for drinking, including water.

Rainbow River means that portion of the Rainbow River, its natural and unnatural tributaries, creeks and other waterways flowing therefrom which lie within the present city limits and the city limits as expanded from time to time.

(b) Possession of disposable containers prohibited. The possession of food and nonalcoholic beverages on the Rainbow River in disposable containers shall be unlawful. Paper sacks, boxes, breakable plastic utensils, paper napkins and towels are prohibited on the Rainbow River.

(c) Possession of alcoholic beverages prohibited. The possession of alcoholic beverages on the Rainbow River shall be unlawful.

***

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

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the __ day of _____ 2024.

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 _____, 2024.

Ordinance Posted on the City's website on _____, 2024.

Public hearing advertised on the City's website on _____, 2024, and advertised in the Riverland News on _____, 2024.

ATTEST:

CITY OF DUNNELLON

_____
Amanda L. Odom, CMC
City Clerk

_____
Walter L. Green, Mayor

Approved as to Form:

_____
Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this __ day of _____ 2024.

_____
Amanda L. Odom, CMC
City Clerk

RESOLUTION #RES2024-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNNELLON ADOPTING PERSONNEL MANUAL AMENDMENTS AND CHANGES TO ARTICLE X, SECTION 6.1 PAY AND CLASSIFICATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the attached amendments and changes titled "Exhibit A" to the personnel manual have been studied and reviewed by the City Council; and

WHEREAS, the City Council believes that the adoption of these amendments and changes is in the best interest of the City of Dunnellon.

NOTE: Underlined words of Schedule "A" of this Resolution constitute new text of the Personnel Manual. Words ~~stricken~~ are deletions.

NOW, THEREFORE, be it resolved by the City Council of the City of Dunnellon, Florida this 14th day of August 2024 that:

1. City of Dunnellon Personnel Manual, Article X, Section 6.1 is attached as "Exhibit A" and incorporated herein by reference, shall be amended as indicated.
2. If any portion of this Resolution is declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.
3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.
4. The effective date of this resolution shall be the 1st day of October 2024.

ATTEST: **CITY OF DUNNELLON, FLORIDA**

_____ _____

Amanda L. Odom, CMC
City Clerk

Walter L. Green, Mayor

Approved as to form and legality:

_____

Andrew J. Hand, City Attorney

EXHIBIT A
RESOLUTION #RES2024-21
PERSONNEL MANUAL AMENDMENTS
Article X Pay and Classification Plan
SECTION 6 - SALARY PLAN/PAY CLASSIFICATIONS
FOR NON-BARGANINING UNIT PERSONNEL

6.1 - PAY CLASSIFICATION BY GRADE

CLASSIFICATION/TITLE	PAY GRADE	MINIMUM	MAXIMUM
Beach/Park Attendant (min wage)	101	27,04024,960	35,94233,862
Service Worker I	106	31,200	42,562
Accounting Clerk (part-time)	106	31,200	42,562
PT Staff Assistant/Public Works	106	31,200	42,562
PT Staff Assistant/Police	106	31,200	42,562
Planning and Zoning AssistantPermit Clerk	108	33,529	46,056
Service Worker II	108	33,529	46,056
CSR/Administrative Assistant	109	35,360	48,513
Staff Assistant/Records Clerk	109	35,360	48,513
Accounting Clerk (full-time)	109	35,360	48,513
Administrative Assistant/Police	110	37,440	49,920
Planning and Zoning Supervisor	112	39,520	52,520
Public Works Field Supervisor	112	39,520	52,520
Planning and Zoning Supervisor	116	45,000	60,000
Assistant City Clerk	118	49,054	69,458
Finance Officer	1201	54,080	77,701
Public Works Manager	1201	54,080	77,701
Police Captain	121	60,014	88,132
Police Chief/Emergency Management Coordinator	122	62,790	92,209
City Clerk/HR Manager	130	65,322	94,741

RESOLUTION #RES2024-22

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.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Dunnellon, Florida, on this 14th day of August 2024, that:

The property outlined in "Exhibit A" identified as a 1985 Grove Crane shall be disposed of via Weeks Auction Co. of Ocala located at 4851 FL-40, Ocala, FL 34482

Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 14th day of August 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

Resolution #RES2024-22
EXHIBIT A

MISCELLANEOUS EQUIPMENT				
QTY				
	GENERAL DESCRIPTION	**ASSET TAG #**	**VIN / MODEL / SERIAL**	**DEPT**
1	1985 Grove Crane	539	67030 9-203-1	PW

City of Dunnellon

Agenda Summary Form

Meeting Date: August 14,2024

1. Responsible Department: Public Works
2. Presenter: Chad Ward
3. Recommended Action: Authorize staff to proceed with the Air Conditioning replacement and Duct Work repair for the Police Department, in the amount of $13,557.89, by Max-Air Heating & Air Conditioning.

Subject: Dunnellon Police Department air conditioning replacement and duct work repair.

Request for Approval Summary Explanation & Background:

Request for Approval to move forward with replacement & repairing the AC in Dunnellon Police Dept. This would be a new 2.5-ton AC unit outside and a new split unit inside the new server room. This also includes replacing and repairing duct work. The AC unit is 11yrs old and is no longer able to cool offices or the administration front office. Three companies were contacted to check the old system and provide quotes. After receiving three quotes we recommend moving forward with Max-Air Heating & Air conditioning, who provided the lowest quote.

Procurement Method: 3 Quotes

Fiscal Information: This purchase is considered repair and replacement. It is recommended that funding come from council contingency 01511-30491 which is specifically for unanticipated expenses. Council has available in this line item $35,972.

Attorney Review: N/A

CITY OF DUNNELLON
PRICE QUOTE FORM

ITEM / DESCRIPTION: AC Repalcement Dunnellon Police Dept.

	VENDOR	AMOUNT
1.	MAX-Air Heating & Air Conditioning	**$13,557.89**
2.	Accurate Air & Appliance Services	$16,500.00
3.	SOS Refrigeration and HVAC,LLC	$17,904.00
4.		
5.		

Chad Ward

Name of employee obtaining quotes

Signature of employee obtaining quotes

Aug 12, 2024

Date

ATTACH SUPPORT DOCUMENTATION IF AVAILABLE

Revision: Feb 3, 2015