Agenda
City of Dunnellon
City Council Meeting
October 16, 2024, 5:30 PM

Dunnellon City Council meeting will be held on October 16, 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, October 9, 2024. The agenda was amended on Tuesday, October 15th to add backup to item #4a.

Council's Comments Regarding Agenda

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

Consent Agenda

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

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

Approval of Minutes (backup to be provided)

Authorize the Mayor to sign Agreement #AGR2024-26, Lexipol, LLC - Law Enforcement Policy Manual

Documents:
Agreement AGR2024-26 Lexipol, LLC.pdf

Regular Agenda

1. **Discussion**

1.a Dunnellon Little League President, Todd Patterson

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. **Ordinance**

2.a Public Hearing - Ordinance #ORD2024-08, School Speed Zone (Advertised in the Riverland News on 10/04/2024 and Posted on the City Website on 9/26/2024)

Final Reading Ordinance #ORD2024-08, School Speed Zone

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2024-08 be read by title only.
Proposed Motion: I move Ordinance #ORD2024-08 be approved.

Documents:
Ordinance ORD2024-08 School Zone Speed Enforcement_Final.pdf
School Speed Zone - Business Impact Statement.pdf

3. **Resolutions**

3.a Resolution #RES2024-32, Surplus Equipment

Accept Public Comment

Proposed Motion: I move Resolution #RES2024-32 be read by title only.
Proposed Motion: I move Resolution #RES2024-32 be approved.

Documents:
Resolution RES2024-32 Surplus Equipment.pdf

3.b Resolution #RES2024-33,Vacation Rental Registration Fees (backup to be provided)

Accept Public Comment

Proposed Motion: I move Resolution #RES2024-33 be read by title only.
Proposed Motion: I move Resolution #RES2024-33 be approved.

4. **Regular Agenda Items**

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

Accept Public Comment

Proposed Motion: Authorize the Mayor to sign Amendment #6 to Agreement #AGR2009-03 for Powell & Jones CPA's

Documents:
Agenda Summary for Amendment 6 to Agreement AGR2009-03, Powell and Jones CPA's.pdf

4.b Historic Board Appointments

Accept Public Comment

Proposed Motion: I move to re-appoint Mr. Wilton Martins to a full member of the Historic Preservation Board for a three-year term, effective January 22, 2024 to January 22, 2027.

Proposed Motion: I move to appoint Ms. Angie Rosier as a full member of the Historic Preservation Board for a three-year term, effective November 8, 2024 to November 8, 2027.

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

5. **Department Reports**

6. **Council Liaison Reports and Comments**

7. **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.

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name:	City of Dunnellon
Agency's Address:	Dunnellon Police Department 12014 S Williams St Dunnellon, Florida 34432
Attention:	Captain Ron Bray
Sales Rep:	Jean Farmer
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

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

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

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

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

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Lexipol LE Policy and PoliceOne Academy Subscription

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

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

Implementation

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

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

Discount Notes
Bundle Policy/OLL

Exhibit B
Terms and Conditions of Service

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **General Terms**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.8 **Scrutinized Companies**. Pursuant to § 287.135, *Florida Statutes*, Lexipol hereby certifies that Lexipol is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. Lexipol further agrees that Lexipol will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." Lexipol certifies that none of Lexipol's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event Lexipol, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, Lexipol shall immediately notify Agency. Lexipol

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acknowledges that failure to comply with this provision, including any false certification, may subject Lexipol to civil penalties, termination of the Contract, and other remedies available under the law.

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

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

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

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

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EXHIBIT "C"
HUMAN TRAFFICKING AFFIDAVIT

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

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

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

_____ _____
Authorized Signature Entity

_____ _____
Printed Name Title

STATE OF FLORIDA
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC

ORDINANCE #ORD2024-08

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

WHEREAS, during the 2023 state legislative session, the Florida Legislature passed House Bill ("HB") 657, which provides that a municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified as Chapter 2023-174, Laws of Florida; and

WHEREAS, HB 657 authorizes a municipality to place or install, or contract with a vendor to place or install, speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

WHEREAS, HB 657 requires municipalities that elect to operate a school speed zone detection program to implement a public awareness campaign at least thirty (30) days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the City determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City desires to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the Dunnellon Police Department has collected and provided data to the City Council demonstrating that motor vehicles routinely exceed applicable school zone speed limits in certain school zones within the jurisdiction of the City; and

WHEREAS, the City Council has considered the traffic data and evidence provided by the Dunnellon Police Department supporting the installation and operation of speed detection systems on roadways maintained as school zones and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City Council finds that motor vehicles speeding in school zones are unacceptable hazards that threaten the health, safety, and welfare of students and pedestrians in the City of Dunnellon, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones, the City Council wishes to implement a school zone speed detection program pursuant to the rules and regulations of HB 657 and other applicable state law; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate governmental purpose and is in the best interests of the public health, safety, and welfare of the citizens of Dunnellon, Florida.

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

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

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

SECTION 2. "Chapter 39, Traffic Management, Traffic Calming, Parking and Pedestrian Safety" of the City Code is hereby vacated and deleted in its entirety. A copy of the vacated and deleted provisions in ~~strikethrough~~ are attached hereto as Exhibit "A."

SECTION 3. "Chapter 66, Article IV – School Zone Speed Enforcement" of the City Code is hereby created as follows:

CHAPTER 66 – TRAFFIC AND VEHICLES

***

ARTICLE IV. – SCHOOL ZONE SPEED ENFORCEMENT

Sec. 66-90. Purpose and intent.
The purpose and intent of this Article is to protect the health, safety, and welfare of the citizens of the City of Dunnellon by authorizing the placement or installation and use of speed detection systems on roadways within the jurisdiction of the City that are properly maintained as school zones to promote traffic safety and student welfare, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Chapter 316.

Sec. 66-91. Definitions.
For purposes of this Article, the following terms shall have the stated meanings, except where the context clearly indicates a different meaning:

FLHSMV shall mean the Florida Department of Highway Safety and Motor Vehicles.

FDOT shall mean the Florida Department of Transportation.

Hearing procedures shall mean the procedures set forth in a corresponding City resolution governing the notice, scheduling, and conducting of hearings before a local hearing officer.

Law enforcement officer shall mean, as defined by F.S. § 943.10(1), any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer shall mean the special magistrate appointed by the City Council, as permitted by law.

Motor vehicle shall mean, as defined by F.S. § 316.003, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by F.S. § 316.1896, as it may be amended.

School zone shall mean that portion of a street or highway established as a school zone pursuant to F.S. § 316.1895, as may be amended.

School zone speed enforcement program shall mean the regulations and procedures governing the use of speed detection systems in school zones within the jurisdiction of the City, as provided for by applicable law and set forth in this Article.

School zone speed infraction shall mean a violation of F.S. §§ 316.183 or 316.1895, captured by a speed detection system within a school zone during the hours provided for by appliable law.

School zone speed limit shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to F.S. § 316.1895.

Speed detection system shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in F.S. § 316.003(82), as it may be amended.

Traffic infraction enforcement officer shall mean a person who meets the qualifications established by F.S. § 316.640, as it may be amended.

Uniform traffic citation shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by F.S. § 316.1896, as it may be amended.

Sec. 66-92. Use of speed detection systems.

Pursuant to the authority granted under F.S. Chapter 316, the City hereby elects to use speed detection systems to enforce school zone speed limits within the City's jurisdiction. The City will implement the speed detection system within the City's boundaries in a manner consistent with the placement and installation specifications established by the Florida Department of Transportation, as may be amended from time to time, to enforce unlawful speed violations on roadways maintained as school zones.

Sec. 66-93. Program administration.

(a) The Dunnellon Police Department, in cooperation with any necessary City staff, shall be enabled and empowered by this Article to assist with the City's school zone speed

enforcement program. This Article shall further enable the City to enter into agreements with one or more vendors to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of F.S. § 316.1896, subject to any other applicable state law requirements and this Article.

(b) As permitted and defined by applicable law and as set forth in this Article, the City may utilize its code enforcement special magistrate as its local hearing officer, who shall have jurisdiction to conduct proceedings challenging the issuance of a notice of violation, in accordance with state law and City Code.

Sec. 66-94. Program implementation requirements.

(a) *Vendor Contract*. Pursuant to F.S. § 316.0776, before the City contracts or renews a contract with a vendor to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Council at a regular or special meeting of the Council. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.

(b) *Signage Requirements*. The installation and operation of speed detection systems, including required signage, shall be in accordance with F.S. Chapter 316, all applicable regulations of the FDOT and the FLHSMV, and any other terms pursuant to a written agreement that the City may enter into with a vendor.

(c) *Public Awareness*. At least 30 days before initiating enforcement under the speed detection system program, the City shall publicly announce and conduct a public awareness campaign detailing the proposed use of the speed detection systems and the specific date of program commencement. During the campaign, only a warning may be issued to the registered owner of a motor vehicle for a school speed zone infraction and a fine shall not be imposed.

Sec. 66-95. - Designation of school zones.

Having considered evidence at a public hearing supporting the installation and operation of speed detection systems on certain roadways maintained as school zones within the jurisdiction of the City, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to F.S. § 316.008. Additional speed detection systems may be approved via amendment to this subsection in accordance with applicable law.

(a) Dunnellon Middle School - 21005 Chestnut Street, Dunnellon, Florida 34431.

(b) Dunnellon Christian Academy - 20831 Powell Road, Dunnellon, Florida 34431.

Sec. 66-96. Enforcement procedures.

(a) *General powers.* The Dunnellon Police Department, acting on behalf of the City, shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to F.S. § 316.1895, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten miles per hour over the speed limit in force at the time of the violation.

(b) *Review of speed detection system images.* Information captured by a speed detection system shall be reviewed by an authorized employee or agent of the City of Dunnellon.

(c) *School zone speed infraction.* The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:

(1) For a violation of F.S. § 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.

(2) For a violation of F.S. § 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.

(3) For a violation of F.S. § 316.183 in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.

(4) For a violation of F.S. § 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.

(d) *Notice of violation.* Within 30 days after a school zone speed infraction, a notice of violation shall be sent by first-class mail to the registered owner of the motor vehicle involved in the violation in accordance with F.S. § 316.1896. A registered owner who receives a notice of violation may, within 30 days:

(1) Pay the fine of $100.00, as fixed by F.S. §§ 318.18(3)(d), as it may be amended, or

(2) Submit an affidavit establishing an exception to liability pursuant to F.S. § 316.1896(8), as it may be amended, or

(3) Request a hearing.

(e) *Hearing procedures and appeals*. Hearings to contest notices of violations shall be scheduled, noticed, and conducted in accordance with F.S. §§ 316.0083(5) and 316.1896.

If a notice of violation is upheld at the conclusion of a hearing, the local hearing officer shall assess the statutory authorized penalty and may also require the petitioner to pay municipal costs not to exceed $250.00 per violation. An aggrieved party may appeal a final administrative order of the local hearing officer in accordance with F.S. § 316.1896.

(f) *Defenses and penalties.* The enforcement of school zone speed infractions, including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines, must comply with F.S. § 316.1896.

(g) *Issuance of a uniform traffic citation.* A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to F.S. § 316.1896, to issue uniform traffic citations for violations of F.S. §§ 316.1895 or 316.183 as authorized by F.S. § 316.008(9). If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation shall be issued to the registered owner and transmitted to the Marion Clerk of the Court for disposition by the county court.

Sec. 66-97. Collection of evidence, public records, and retention requirements.

(a) In accordance with F.S. § 316.1896, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

(b) Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to F.S. § 316.1896. Written notice that such records have been destroyed shall be provided by December 31st of each year. All public records related to the administration of this Article shall be maintained in accordance with Florida law and all requests for such records shall be addressed in accordance with F.S. Chapter 119, and any other applicable state law.

Sec. 66-98. Annual reporting requirements.

The City, with the assistance of the Dunnellon Police Department and/or the City's vendor, shall annually report on the City's school zone speed enforcement program to the public and to the FLHSMV in accordance with F.S. §§ 316.0776 and 316.1896, as they may be amended. Pursuant to F.S. § 316.0776(3)(c), the compliance or sufficiency of compliance with this section may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

Sec. 66-99. Remittance of collected fines and costs.
All fines and costs collected pursuant to this Article must be remitted in accordance with F.S. §§ 316.1896 and 318.18, and any other relevant state law.

***

SECTION 4. CODIFICATION. It is the intent of the City Council of the City of Dunnellon that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provision of this Ordinance.

SECTION 5. CONFLICTS. After the effective date of this Ordinance, in any case where all or any part of this Ordinance is found to conflict with any provision of any other ordinance of the City of Dunnellon, to the extent of such conflict, all such ordinances are hereby repealed.

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

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective upon adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 11th day of September 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 16th day of October 2024.

Ordinance Posted on the City's website on September 5, 2024.

Public hearing advertised on the City's website on September 26, 2024, and advertised in the Riverland News on October 4, 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 5th day of September 2024.

_____
Amanda L. Odom, CMC
City Clerk

EXHIBIT "A"

~~Chapter 39 TRAFFIC MANAGEMENT, TRAFFIC CALMING, PARKING AND PEDESTRIAN SAFETY~~
~~ARTICLE I. TRAFFIC MANAGEMENT~~

~~Sec. 39-1. Purpose.~~

~~The purpose of the article is to use mobile cameras to monitor excessive speeding violations throughout the city in order to provide an environment in which citizens within the city feel safe and secure; to require compliance with the posted speed limits and school zone posted speed limits throughout the city and to adopt a civil enforcement system for traffic management violations.~~

~~Sec. 39-2. Use of photographic traffic monitoring equipment.~~

~~The city is authorized to utilize mobile photographic traffic monitoring equipment as part of its traffic management system to promote the safe, efficient and orderly use of roadways in the city, as an ancillary deterrent to speeding violations and to thereby reduce accidents and injuries associated with such violations, in order to protect and improve the public health, safety and welfare of the community and thereby reduce accidents, injuries and disruption of traffic. The city police department shall be responsible for coordinating and establishing appropriate mobile locations for use of the photographic traffic monitoring equipment. This article shall serve to enable the city to provide enhanced enforcement and respect for posted speed limits.~~

~~Sec. 39-3. Definitions.~~

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

~~*Motor vehicle* means any self-propelled vehicle not operated upon rails. Motor vehicles shall not include any bicycle, motorized scooter, electric personal assisted mobility device or moped.~~

~~*Notice of violation* means a city violation issued for a posted speed zone violation.~~

~~*Owner/vehicle owner* means the person or entity identified by the state department of motor vehicles or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease with a term of six months or more.~~

~~*Photographic traffic monitoring* means an electronic system consisting of one or more motor vehicle sensors, working in conjunction with a traffic control device, still camera and/or video recording device, to capture and produce recorded images of motor vehicles exceeding a posted speed limit.~~

Posted speed zone means the area of a roadway within which the speed of vehicles traveling upon such roadway is controlled by a duly erected and posted speed limit sign.

Recorded images means images recorded by a traffic control device monitoring system/device presented on a photograph, an electronic image, a digital image, a video recording or any other medium which shows the rear of a motor vehicle and on at least one image that clearly identifies the license plate number of the motor vehicle.

Speed zone violation means a traffic offense whereby a traffic control device monitoring system establishes that a motor vehicle traveled through a posted speed zone while exceeding the posted speed limit.

Special magistrate means the civil code enforcement special magistrate or any individual appointed by the city manager to conduct hearings pursuant to this article. A special magistrate must be a current member of the Florida Bar or a former attorney who retired in good standing from the Florida Bar or the bar of another state.

Sec. 39-4. Adherence to posted speed limit signs.

Motor vehicle traffic traveling on a roadway upon which the speed of vehicles traveling on such roadway is controlled by a duly erected and posted speed limit sign shall not exceed such posted speed limit.

Sec. 39-5. Violation.

(a) A speed zone violation shall occur when the operator of a motor vehicle does not comply with the requirements of section 39-4.

(b) Violations shall be enforced pursuant to this article. This article shall not prohibit law enforcement personnel from issuing a citation for a speed zone violation in accordance with normal statutory enforcement techniques.

(c) This section shall not supersede, infringe, curtail or impinge upon state laws related to speed zone violations, or conflict with such laws.

(d) Notices of violation issued pursuant to this article shall not be by Florida Uniform Traffic Citation and shall not be subject to prosecution or appeal in the county court system.

Sec. 39-6. Review of recorded images.

(a) The owner of a motor vehicle that is shown by a recorded image to have violated the posted speed limit shall be issued a notice of violation. The recorded image shall provide sufficient grounds to issue a notice of violation.

(b) The city's chief of police shall designate a traffic control violation review officer, who shall be a police officer of the city or who shall meet the qualifications set forth in F.S. § 316.640(5)(A), or any other relevant statute. The traffic control violation review officer shall review recorded images prior to the issuance of a notice of violation, to ensure the accuracy and integrity of the recorded images.

(c) Once a traffic control violation review officer has verified the accuracy and integrity of the recorded images and determined that a speed zone violation has occurred, he or she shall approve the issuance of a notice of violation. The notice shall be sent by first class mail. The failure to comply with the provisions of this section within 30 days from the date of the

second notice of violation served in accordance with F.S. § 162.12(1), shall constitute a waiver of the right to contest the notice of violation and will be considered an admission, resulting in the entry of a judgment against the vehicle owner in accordance with F.S. ch. 162, in an amount up to the maximum civil penalty, plus any administrative costs.

Sec. 39-7. Notice of violation.

A notice of violation issued by the city shall include the following information:

(1) The name and address of the vehicle owner;

(2) The license plate number and registration number of the motor vehicle involved in the infraction;

(3) Information sufficient to identify the vehicle, including, at a minimum, the make and year of the motor vehicle;

(4) Notice that the speed zone violation was issued pursuant to this article;

(5) The location of the roadway where the speed zone violation occurred;

(6) The date and time of the speed zone violation;

(7) Notice of the recorded images relating to the motor vehicle and a statement that the recorded images are evidence of a speed zone violation;

(8) The civil penalty to be imposed;

(9) The procedures for payment of the civil penalty and contesting the notice of violation;

(10) A signed statement by the traffic control violation reviewer that, based on his or her inspection of the recorded images, the motor vehicle was involved in a speed zone violation; and

(11) Information advising the vehicle owner of the manner and time in which the notice of violation may be set for a hearing in front of the city's special magistrate and a warning that a failure to pay the civil penalty or to contest the notice of violation in a timely manner is an admission of the speed zone violation and will result in the entry of a judgment against the vehicle owner in accordance with F.S. ch. 162.

Sec. 39-8. Vehicle owner responsibilities.

(a) A vehicle owner receiving a notice of violation may:

(1) Pay the assessed civil penalty pursuant to the instructions on the notice of violation; or

(2) Request a hearing with procedures as outlined in this article.

(b) The failure to comply with the provisions of this section within 30 days from the date of the second notice of violation served in accordance with F.S. § 162.12(1), shall constitute a waiver of the right to contest the notice of violation, will be considered an admission and will result in the entry of a judgment against the vehicle owner in accordance with F.S. ch. 162, in an amount up to the maximum civil penalty, plus any administrative costs.

Sec. 39-9. Reserved.

~~Sec. 39-10. Special magistrate hearing.~~

~~(a) The city's special magistrate is authorized to hold hearings under the article.~~

~~(b) Within 30 days of the date of the notice of violation, the vehicle owner may file a request for hearing with the city pursuant to the directions in the notice of violation.~~

~~(c) Upon receipt of the request for hearing, the city shall schedule a hearing before the special magistrate. Notice of the hearing shall be mailed to the vehicle owner no less than ten days prior to the hearing and shall be provided by U.S. Mail to the same address to which the notice of violation was sent.~~

~~(d) The following shall constitute permissible grounds for requesting a hearing:~~

~~(1) At the time of the violation, the motor vehicle was stolen or was being driven by an individual who did not have the vehicle owner's express or implied consent to drive the vehicle;~~

~~(2) The motor vehicle driver was issued a citation for speeding by a law enforcement officer, which was separate and distinct from the notice of violation issued under this article;~~

~~(3) The motor vehicle driver was required to violate the posted speed limit in order to comply with other governing laws;~~

~~(4) The motor vehicle driver was required to violate the posted speed limit in order to reasonably protect the property or person of another; and~~

~~(5) The motor vehicle was not being operated in a manner that constituted a speed zone violation.~~

~~(e) Unless a stolen vehicle report has been filed with the appropriate law enforcement agency, it is presumed that the vehicle owner is responsible for the operation of the vehicle at the time of the speed zone violation.~~

~~(f) The hearing before the special magistrate shall be conducted in accordance with the following procedures:~~

~~(1) All testimony before the special magistrate shall be under oath and shall be recorded.~~

~~(2) The traffic control violation reviewer who issued the notice of violation shall testify at the hearing.~~

~~(3) The vehicle owner may present evidence and testimony and cross examine witnesses.~~

~~(4) The formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.~~

~~(5) Upon determination of the special magistrate, irrelevant, immaterial and unduly repetitious evidence may be excluded, but all other evidence of a type commonly relied upon by reasonable prudent persons in the conduct of their affairs shall be admissible.~~

~~(6) Any part of the evidence may be received in written form, and the special magistrate may inquire of or question any witness present at the hearing.~~

~~(7) The vehicle owner or his/her attorney and the traffic control violation reviewer or his/her attorney shall be permitted to inquire of any witness present at the hearing.~~

(8) Recorded images indicating a speed zone violation verified by a traffic control violation reviewer are admissible in any proceeding before the city special magistrate to enforce the provisions of this article.

(g) All decisions by the special magistrate shall be final and reviewable by the writ of certiorari to Marion County Circuit Court within 30 days of the rendition of the special magistrate's determination. Such review shall not be a hearing de novo, but rather shall be limited to appellate review of the record created before the special magistrate.

Sec. 39-11. Penalties.

(a) A speed zone violation for 6—11 miles over the posted speed limit in violation of this article shall be deemed a non-criminal, civil violation for which a civil penalty in the amount of $75.00 shall be assessed for the first violation and $100.00 for any violation thereafter.

(b) A speed zone violation for 12—19 miles over the posted speed limit in violation of this article shall be deemed a non-criminal, civil violation for which a civil penalty in the amount of $150.00 shall be assessed for the first violation and $175.00 for any violation thereafter.

(c) A speed zone violation for 20—25 miles over the posted speed limit in violation of this article shall be deemed a non-criminal, civil violation for which a civil penalty in the amount of $235.00 shall be assessed for the first violation and $285.00 for any violation thereafter.

(d) A speed zone violation for 25 or more miles over the posted speed limit in violation of this article shall be deemed a non-criminal, civil violation for which a civil penalty in the amount of $275.00 shall be assessed for the first violation and $300.00 for any violation thereafter.

(e) Any speed zone violation of five or more miles over the posted school zone speed limit in violation of this article shall be deemed a non-criminal, civil violation for which a civil penalty in the amount of $250.00 shall be assessed for the first violation and every violation thereafter.

(f) Because a speed zone violation relates solely to the provisions of this article and not the Florida Statutes, no points as provided in F.S. § 322.27, shall be recorded on the driving record of the vehicle owner.

(g) The city may, in the future, change civil penalties by resolution of the city council.

Sec. 39-12. Administrative costs.

In addition to the civil penalty assessed pursuant to section 39-11 above, there shall be imposed and assessed against the vehicle owner an administrative cost of $75.00 in the event of a guilty decision from the special magistrate where the notice of violation is challenged.

Sec. 39-13. Collection of civil penalties.

The city may establish procedures for the collection of civil penalties and administrative costs imposed herein and may enforce such penalty by civil action or as otherwise provided in F.S. ch. 162.

~~**Sec. 39-14. Exceptions.**~~

~~This article shall not apply to speed zone violations involving vehicle collisions investigated by a law enforcement officer or to any authorized emergency vehicle responding to a bona fide emergency.~~

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 #ORD2024-08

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

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.

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

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

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

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. 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 school speed zone enforcement program in accordance with Florida Law whereby the City may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system. Within the recitals of the ordinance the City Council of the City of Dunnellon finds that the ordinance serves a legitimate governmental purpose and is in the best interests of the public health, safety, and welfare of the citizens of Dunnellon, Florida.

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:

No impact to local businesses.

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

RESOLUTION #RES2024-32

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

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

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

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

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

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

ATTEST:

_____
Amanda L. Odom, CMC
City Clerk

CITY OF DUNNELLON, FLORIDA

_____
Walter L. Green, Mayor

Approved as to form:

_____
Andrew J. Hand, City Attorney

First Draft Council Workshop October 7, 2024

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

EXHIBIT B - OFFICE SUPPLIES AND EQUIPMENT

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

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

EXHIBIT C - MOWERS & TRAILER

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

City of Dunnellon

Agenda Summary Form

Meeting Date: October 16, 2024

1. Responsible Department: Finance
2. Presenter: Jan Smith
3. Recommended Action: Authorize the Mayor to execute Amendment #6 to AGR#2009-03 Powell & Jones CPA's. 3-Year Fixed Price Contract -Increases of $1,000 per year for the term of the amendment

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

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

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

A second proposal is attached for your review. This proposal is based on annual fees increasing by the change in CPI as of June each calendar year. Staff does not recommend this proposal as CPI fluctuates and could equal greater than 5% in any given year.
Change in CPI:
2021- 5.39%
2022- 9.06%
2023- 2.97%
2024- 2.97%

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

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

Attorney Review: N/A

Powell and Jones CPA

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

September 12, 2024

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

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

Basic Audit Services

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

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

We propose the following audit fees:

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

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

ADDITIONAL SERVICES

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

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

RIGHT TO TERMINATE

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

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

STATUTE OF LIMITATIONS

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

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

Signature

Name: Caleb Perla, CPA_____

Title: Partner_____

Powell and Jones CPA

Signature_____

Name:_____

Title:_____

City of Dunnellon, Florida

From: Caleb Perla
To: jsmith
Subject: Fee Proposal
Date: Thursday, October 10, 2024 7:12:19 PM
Attachments: image001.png
2025 Dunnellon Fee Proposal.pdf
2025 Dunnellon Fee Proposal (2).pdf

Jan,

The fee proposal we sent is already for a discounted fee. It shows an increase of approximately 5% per year. Our last contract was for fiscal years 2019 – 2024. During this period CPI increased 15%. To keep up with inflation we would normally have done a fee increase of 15% in year one and had subsequent increases equivalent to current inflation levels of approximately 2.5% making the total increase 20% as opposed to 15% as we have proposed over the three-year term.

This is all not to mention that our audit fee has not been adjusted since the 2019 fiscal year. Since that time the consumer price index has increased by a whopping 25%.

I have reattached the original proposal I sent you and have also included an alternative proposal for your consideration which leaves the last two years audit fees pegged to increases in CPI.

Regards,

Caleb Perla, CPA
Partner
Powell and Jones CPA
caleb@powellandjonescpa.com
386.755.4200 ext 2

Powell and Jones CPA

1359 SW Main BLVD
Lake City, FL 32025
Phone: 386.755.4200
office@powellandjonescpa.com

September 12, 2024

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

We are submitting a fee proposal for audit services for the City of Dunnellon, Florida (the City) for the fiscal years end of September 30, 2025, 2026, and 2027.

Basic Audit Services

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

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

The fee for the above basic audit services is $20,000 for the fiscal year end of September 30, 2025 and will be adjusted for inflation in the following two years as described in the Future Fees paragraph. The fee proposal is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered shortly after the audit presentation.

ADDITIONAL SERVICES

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

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

FUTURE FEES

Future fees will be at the prior year fee plus an adjustment for any increases in the Consumer Price Index for Urban Consumers (CPI-U) unless otherwise agreed upon by both parties. The CPI-U adjustment rate will be calculated based on the 12-month period ending June 30 of the year to be audited.

RIGHT TO TERMINATE

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

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

STATUTE OF LIMITATIONS

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

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

Signature

Name: Caleb Perla, CPA_____

Title: Partner_____

Powell and Jones CPA

Signature_____

Name:_____

Title:_____

City of Dunnellon, Florida

City of Dunnellon

Agenda Summary Form

Meeting Date: October 16, 2024

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

Subject: Appointments for Historic Preservation Board Members

Request for Approval Summary Explanation & Background:

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

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

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

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

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

The staff recommends that this item be approved.

Procurement Method: **N/A**

Fiscal Information: **N/A**

Attorney Review: **N/A**