Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
January 9, 2017
5:30 P.M.

PLEASE NOTE: Individuals wishing to address the City Council are required to sign in at the beginning of the meeting or you will not be recognized. A three-minute time limit will be strictly administered. You may address the Council one time only unless you are scheduled to speak on the agenda.

PLEASE TURN CELL PHONES OFF.

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 so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication (Posted on the City's website and City Hall bulletin board on
Friday, January 6, 2017)

Council's Comments Regarding Agenda
Public Comments

CONSENT AGENDA

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

1. CITY COUNCIL WORKSHOP MINUTES

August 3, 2016 Workshop
August 10, 2016 Workshop

Documents:

cwm_20160803.pdf
cwm_20160810.pdf

2. CITY COUNCIL MINUTES

November 21, 2016 Special Meeting
November 30, 2016 Special Meeting

Documents:

cmm_20161121.pdf
cmm_20161130.pdf

3. **AUTHORIZE MAYOR TO SIGN GRANT AGREEMENT #AGR2016-32, FDLE JUSTICE ASSISTANCE GRANT CONTRACT NO. 2017-JAGC-MARI-2-F9-174 FOR POLICE DEPARTMENT BODY CAMERAS**

Documents:

AGR2016_32.pdf

4. **WAIVE SEC. 6-4 OF THE CITY CODE, POSSESSION OR CONSUMPTION ON PUBLIC PROPERTY OR ON PRIVATE PROPERTY WITHOUT PERMISSION, DURING THE HOURS OF 4:00 P.M. TO 8:00 P.M. ON JANUARY 20, 2017, FOR APPLICATION PZ1617-022 GRAND OPENING OF THE RAINBOW SPRINGS ART COOPERATIVE, RESTRICTED TO THE INDOORS OF 20804 W. PENNSYLVANIA AVENUE**

Documents:

PZ1617-022_Art_Coop_Grand_Open_Alcohol_Waiver.pdf

5. **PLANNING COMMISSION APPOINTMENTS**

Reappoint Tracy Fero to serve a three - year term as a regular member of the Planning Commission effective 10/11/2016, term to expire 10/11/2019.

Appoint Mary Ann Hilton to serve as a regular member of the Planning Commission effective 1/9/2017, term to expire 2/13/2018. (This position formerly held by Paul Cowan whose term was unexpired).

Appoint Louise Kenny to serve as 1st Alternate of the Planning Commission effective 1/9/2017, term to expire 1/12/2018. (This position formerly held by Mary Ann Hilton whose term was unexpired).

Documents:

6_20170104_09 BOARD APPOINTMENTS - Multiple.pdf

6. **HISTORIC PRESERVATION BOARD APPOINTMENTS**

Appoint James Burchett to serve as regular member of the Historic Preservation Board effective 1/9/2017 term to expire 1/9/2018. (This position formerly held by Doris Magursky whose term was unexpired).

Appoint Martin Moughan to serve as 1st Alternate to the Historic Preservation Board effective 1/9/2017 term to expire 1/9/2019. (This position was formerly vacant).

Documents:

6_20170104_09 BOARD APPOINTMENTS - Multiple.pdf

7. **TREE BOARD APPOINTMENT**

Reappoint Sally Chesterfield to serve a two - year term as a regular member of the Tree Board effective 1/9/2017, term to expire 1/9/2019.

Documents:

6_20170104_09 BOARD APPOINTMENTS - Multiple.pdf

8. **RATIFY CHANGES TO MOTOROLA RADIO EQUIPMENT LEASE-PURCHASE AGREEMENT #LEA2016-05**

Documents:

LEA2016_05Motorola.pdf

9. **APPROVE PROCLAMATION #PRO2017-01, DUNNELLON SCHOOL CHOICE WEEK**

Documents:

9_PRO2017_01 Dunnellon School Choice Week.pdf

CONSENT AGENDA APPROVAL

PROPOSED MOTION: I move the consent agenda be approved as presented.

REGULAR AGENDA

10. **SPECIAL PRESENTATION FROM CITY COUNCIL TO MASTER SGT. ROBERT JOHNSON**

11. **STAFF PRESENTATION AND PUBLIC INPUT: USDA RURAL DEVELOPMENT COMMUNITY FACILITIES GRANT PROGRAM (ADVERTISED IN THE RIVERLAND NEWS ON 12/29/2016) - JAN SMITH**

Documents:

11_POP_USDAGrantPolice_vehicles.pdf

12. **APPLICATION FOR FEDERAL ASSISTANCE FOR THE PURCHASE OF TWO NEW POLICE VEHICLES, COMPUTER SERVER AND SWITCH FOR THE POLICE DEPARTMENT**

PROPOSED MOTION: Authorize staff to move forward with application for

Federal Assistance for the purchase of two new police vehicles and a computer server and switch for the Police Department and have the Mayor sign all required grant application forms.

Documents:

AGR2016_46_AppUSDAGrant_PoliceDeptVehiclesEquipment.pdf

13. RAINBOW SPRINGS FIRE STATION WATER MAIN EXTENSION UPDATE

Documents:

FireStationWM_AnalysisSummary_Memo.pdf

14. ASSIGNMENT OF LEASE #LEA2016-02 TO OTI FIBER, LLC D/B/A OPTICALTEL

PROPOSED MOTION: Assign Lease #LEA2016-02 with Florida Fiber to OTI Fiber, LLC d/b/a Opticaltel and authorize Mayor to sign upon the condition that the rent is paid in full no later than 1/13/2017 and proof of insurance is provided by 1/20/2017.

Documents:

LEA2016_02_Assignment of Lease_ExhA.pdf

15. PUBLIC HEARING ORDINANCE #ORD2016-12, MEDICAL MARIJUANA MORATORIUM (Posted On The City's Website On 12/13/2016 & 11/11/2016 And In The Riverland News On 12/29/2016 & 12/01/2016)

Documents:

POP2016_12_medical_marijuana.pdf

16. SECOND AND FINAL READING ORDINANCE #ORD2016-12, MEDICAL MARIJUANA MORATORIUM

PROPOSED MOTION: I move Ordinance #ORD2016-12 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-12 be approved.

Documents:

ORD2016_12_MedicalMarijuanaMoritorium.pdf

17. COUNCIL LIAISON REPORTS AND COMMENTS

18. CITY ATTORNEY'S REPORT

19. CITY MANAGER'S REPORT

20. ADJOURN

PROPOSED MOTION: I move the City Council meeting be adjourned.

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

CITY OF DUNNELLON
CITY COUNCILWORKSHOP

DATE: August 03, 2016
TIME: 5:30 p.m. (started at 6:19 p.m., following special meeting)
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice-Mayor Green called the meeting to order at approximately 6:19 p.m. and led the Council in the Pledge of Allegiance. He asked if any invitee or volunteer was present to open with prayer. There was none. Vice-Mayor Green asked for a moment of silence.

ROLL CALL

The following members answered present at roll call:
Larry Winkler, Councilman, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Vice-Mayor, Seat 4
Richard Hancock, Councilman, Seat 5

COUNCIL ABSENT

Nathan Whitt, Mayor, Seat 1

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk
Chief Mike McQuaig, Police Dept.
Chief Troy Slattery, Fire Dept.
Jan Smith, Finance Dept.
Mandy Roberts, Assistant City Clerk

LEGAL COUNSEL

Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, July 29, 2016. The agenda was modified on August 03, 2016 to add an amended sublease from the State for the Little League Ball Field.

AGENDA ITEM NO. 1 – BOARD REPORTS

Utility Advisory Board

Hugh Lochrane, Chair, provided a report on the July 18, 2016 meeting. He stated a representative from Florida Rural Water Association was present and provided members an updated status of the rate study. He said the UAB gave FRWA the go-ahead since

there is no cost involved. He encouraged the Council to respond to the June 9th letter from FRWA authorizing them to move forward with the study.

Also present at the UAB meeting was a representative from Kimley-Horn who provided an update with regard to renewing the Juliet Falls permit due by October 1, 2016. He said Kimley-Horn also provided the Board with a report on the proposed 180th Avenue Road waterline project.

Mr. Lochrane reported on the Board's findings after reviewing the water/sewer year-to-date budget and the year-end projection. He said overall, the utility systems are doing quite well. He addressed a line-item in the proposed FY2016-2017 budget of $117,000 to be added to the capital replacement reserves and said feels we should be able to accomplish that goal.

Mr. Lochrane stated the Board will continue to look at the 180th Avenue Road waterline project and the unaccounted for water issue.

Councilman Hancock stated the utility is in better shape today than previously, and we should appreciate that the value continues to grow.

Council and staff engaged in brief discussion regarding the water loss issue.

Historical Board
Linda Fernandez, Chair, advised Council of two (2) members resigning from the Board, Doris Magursky and Jack Beard. She stated the need to fill those positions.

AGENDA ITEM NO. 2 – DUNNELLON BUSINESS ASSOCIATION REPORT
Mathew Baillargeon, President, reported on the July Dinner Mixer and the DBA's second anniversary. He described his experience spending time at the tuber exit, and stated it opened his eyes to the amount of problems we are experiencing on the river. Mr. Baillargeon stated the Discover Dunnellon website has launched "Discover Dunnellon 2" and the app is available as well.

He provided a handout to Council and staff announcing an upcoming event called "2016 Meet the Candidates" and explained this is a free public event where residents can meet their City and County Candidates at the American Legion, Post #58, on Tuesday, August 23, 2016.

Mr. Baillargeon reported on the Dunnellon's Little League team and stated the 50/70's team made it to the State tournament in St. Augustine and came in second. He commented on how well behaved the kids were and said they represented Dunnellon very well.

Mr. Baillargeon proposed that the City put together a ten (10) year plan to help the town as a whole. He said he would like to help implement, execute and monitor the plan.

Council and staff engaged in brief discussion with Mr. Baillargeon regarding his experience at the tuber exit.

AGENDA ITEM NO. 3 – DUNNELLON CHAMBER OF COMMERCE REPORT
There was none.

AGENDA ITEM NO. 4 – PRESENTATION OF RESOLUTION #RES2016-16, REFINANCING BB&T OUTSTANDING WATER AND SEWER REVENUE NOTE SERIES 2011 – JUD FREEMAN WITH BRYANT MILLER OLIVE P.A.
Mr. Freeman explained this resolution is necessary to authorize the refinancing of the Rainbow Springs acquisition through BB&T, which provided the original financing in December 2011. The resolution contains the terms of the refinancing negotiated between City Council and BB&T.

Councilman Hancock asked if this will keep the City on track to meet BB&T's deadline. Mr. Freeman stated yes, we are anticipating to close on August 12, 2016.

Councilman Winkler read the following from Page 5: "balance of such principal sum remaining unpaid, at the rate of 2.54% per annum". He asked what the rate was before. Mrs. Smith replied 2.64%. Councilman's Winkler questioned the Term beginning and end dates on the Closing Certificate. Ms. Nate asked Councilman Winkler if he was filling a seat and he replied yes. Mrs. Bowne explained the dates represent the term of the seat.

Council and staff engaged in brief discussion regarding signing the documents at the next council meeting to be held on Monday, August 8, 2016.

AGENDA ITEM NO. 5 – DISCUSSION REGARDING FLORIDA FIBER SETTLEMENT OF OUTSTANDING CHARGES – CITY ATTORNEY ANDREW HAND
Attorney Hand stated since the last meeting when this issue was discussed, he received the Council's motion from Mrs. Bowne and has been in touch with Mr. Orshan, who is present this evening. Attorney Hand stated in his communication with Mr. Orshan he indicated that the City's proposal, which was sent with the July 12th letter from the Mayor to Mr. Orshan, would be acceptable. He explained the terms of the offer letter, stating it is basically a "wash." He said if the proposal is still acceptable, the Council could move forward in addressing the lease. He stated Mr. Orshan has indicated a one year lease would be acceptable. Attorney Hand discussed the terms of the proposed lease and asked for direction from Council.

Mr. Orshan stated he has been working with Attorney Hand and he is acceptable of the terms and ready to move forward in positive relationship with the City.

Council, staff and Mr. Orshan engaged in lengthy discussion regarding the terms of the lease agreement. Councilman Hancock recommended Attorney Hand provide a term in the lease stating the City would not incur a rate increase unless it's an increase across the board to all users. Also discussed were the building, parking and repairs.

Mr. Smith pointed out that the City still has equipment in the server room and will require 24/7 access to the equipment. Mr. Smith stated if and when it becomes necessary, he can relocate the equipment.

Attorney Hand stated he will amend the lease and agreement per Council's comments and provide a final draft for Monday's council meeting.

AGENDA ITEM NO. 6 – AGREEMENT #AGR2015-23 WITH KIMLEY HORN, IPO#55 – RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT PROJECT

Mrs. Bowne stated this IPO will provide general engineering services as requested by the City in support of the Project. The first task is to provide the City with hourly "as-requested" assistance with initial project preparation including gathering/organizing project information, developing initial project work plans, and assisting the City with coordination between the SWFWMD, FDEP, and Marion County. She said if Council decides to proceed, associated costs will be reimbursable through the grant.

Council and staff engaged in brief discussion regarding the payment and the accounting process.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 7 – ORDINANCE #ORD2016-10, AMENDING ELECTION PROCEDURES

Mrs. Bowne explained the proposed amendments to the election code are necessary in order to comply with State law. She said Chapter 26-2 of the City's Code dictates when new council members will be seated following the election. However, should there be an actual race, the elections office will not be able to certify the election results until November 18, 2016, because of statutory requirements regarding military overseas ballots. She said oath of office may not be administered until the results of the election have been certified by the Supervisor of Elections. Mrs. Bowne further explained Chapter 26-2 requires Council to declare the election in August. She said declaring the election in July would provide longer public notice prior to the open of qualifying in August and will be consistent with current procedures.

Council agreed to place this item on the regular agenda for first reading.

AGENDA ITEM NO. 8 – QUIT CLAIM DEED #DED2016-01, MOXOM LIVING TRUST, PARCEL #33639-001-00

Attorney Hand said this was an outstanding issue Attorney Cassady was working on prior to his appointment as the City Attorney. He stated the sanitary sewer pumping station property was never transferred to the City of Dunnellon. He recommended Council take formal action to accept the deed as presented.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 9 – LEASE #LEA2016-01 SUBLEASE BETWEEN STATE OF FLORIDA DEP DIVISION OF RECREATION AND PARKS AND CITY OF DUNNELLON FOR THE DUNNELLON LITTLE LEAGUE BALLFIELD

Mrs. Bowne stated staff completed the sublease application and recently received the sublease from the Bureau of Public Land Administration. She said the sublease will complete the statutory requirements for subleasing the State property where the baseball complex is located. The term is five (5) years.

Councilman Winkler questioned the following language referring to the City: "shall maintain any and all existing roads." He asked if these are roads going into, or on the property. Attorney Hand stated on the property. Vice-Mayor Green stated they are access roads to the parking area on the property.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 10 – REVIEW APPOINTMENT FOR TREE BOARD MEMBER

Mrs. Bowne explained Jack Baird resigned on July 27, 2016 and staff recommends the appointment of Sally Chesterfield to full member to fill the unexpired term.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 11 – WORKING OUT OF CLASSIFICATION POLICY – COUNCILMAN HANCOCK

Councilman Hancock discussed Mrs. Bowne's appointment as Interim City Manager in order to fill this Charter position. He explained according to City policy, anyone working out of classification will be paid an additional 5% while working in that capacity. He said Council needs to address this and the increase should be retroactive to the date she was appointed.

Councilman Dillon asked if the increase is limited to 5%. Councilman Hancock stated the policy speaks to what must be done, and anything in addition would be optional. Councilman Dillon stated he feels 5% is not reasonable.

Councilman Hancock stated pending the outcome of the referendum; we have budgeted for an increase that would take Mrs. Bowne to the mid-range of the City Manager's position, which he felt reasonable. He suggested implementing the 5% increase now, retroactively, and increasing the salary to mid-range in November.

Councilman Dillon asked what happens if the citizens decide they do not want a City Manager.

Councilman Hancock stated Council could create a new title, but he feels she still deserves the increase.

Councilman Dillon stated she deserves to be compensated for the job she is doing.

Councilman Hancock also commented on the excellent job Mrs. Bowne is doing.

Vice-Mayor Green asked Councilman Dillon what percentage increase would be necessary to equate the salary at mid-range. He stated at about 11%, and pointed out Council has the authority to go beyond 5%.

Mathew Baillargeon, 22637 SW Surf Blvd., stated the last several of months have been a phenomenal experience and supported the 11% increase.

Linda Fernandez, Chair of the Historic Board, agreed and said Mrs. Bowne deserves the increase and she should not work for free.

Vice-Mayor Green said how very pleased he is with Mrs. Bowne's accomplishments over last two months, and what she has done for the City in all her years of employment. He said Council should increase her salary by 11%.

Council and staff engaged in brief discussion regarding the proposed increase.

Attorney Hand said it is within the Council's prevue to apply the increase or increases as they wish.

It was Council's consensus to apply the 11%. Councilman Hancock asked that Mrs. Bowne develop a job description. He said if we have a job description, and Mrs. Bowne is meeting every condition of it, then it makes sense.

Mrs. Bowne stated she would provide Council with the appropriate job description on Monday.

AGENDA ITEM NO. 12 – PUBLIC COMMENTS

There were none.

AGENDA ITEM NO. 13 – COUNCIL COMMENTS

Council Winkler discussed code violations.

Chief McQuaig reported on a meeting with the Marion County Sheriff and with local churches.

AGENDA ITEM NO. 14 – CITY MANAGER COMMENTS

Mrs. Bowne provided a status update on several projects in progress.

The meeting was adjourned at approximately 8:30 p.m.

Attest:

_____	_____
Dawn Bowne, MMC	Walter Green, Mayor
Interim City Manager/City Clerk	

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CITY OF DUNNELLON
SPECIAL CITY COUNCIL BUDGET WORKSHOP

DATE: August 10, 2016
TIME: 3:00 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Mayor Whitt called the meeting to order at approximately 3:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL
The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Larry Winkler, Councilman, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Vice-Mayor, Seat 4 (arrived at approximately 3:45)
Richard Hancock, Councilman, Seat 5

STAFF PRESENT
Dawn Bowne, City Clerk
Jan Smith, Finance Dept.
Richard Grabbe, Utilities Supervisor
Mandy Roberts, Assistant City Clerk

LEGAL COUNSEL
Not present

PROOF OF PUBLICATION
Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Monday, August 8, 2016.

AGENDA ITEM NO. 1 – BUDGET REVIEW, FY 2016-2017 (BACKUP ADDED AUGUST 9, 2016)
Mrs. Smith presented the ***attached Proposed Budget Summary*** for Water & Sewer Enterprise Funds and Tax Increment Financing District (TIFD). She stated the balanced budgets remain status quo.

There was much discussion between Council and staff particular to reserves, grants, capital replacement, bond proceeds and bond repayment.

Council and staff also discussed the anticipated year end surplus as well as utility management needs and options, as outlined as Options A, B and C in the attached summary budget. Mrs. Bowne explained the UAB will be involved in the decision making process. There was also discussion with regard to a comprehensive utility

analysis and rate study. Mr. Grabbe discussed current utility operations and future needs of the aging systems in the City and Rainbow Springs.

Council and staff discussed the proposed TIFD budget as presented. Council had lengthy discussion regarding Blue Run Park and KP Hole Park. They discussed commercial use, capacity and impact on the Rainbow River during the peak tubing season, as well as the impact on City provided services, for which the City is not compensated for.

Council and staff discussed the proposed bike trail along CR 484 and the need for additional parking in the City.

Mrs. Bowne stated it is staff's goal to present final budgets to Council at the next workshop, and explained a special meeting may be necessary to award the bid for employee benefits once they have been reviewed and staff is prepared to make a recommendation.

AGENDA ITEM NO. 2 – PUBLIC COMMENTS
There was none.

The meeting was adjourned at approximately 5:30 p.m.

Attest:

_____ _____

Dawn M. Bowne, MMC
Interim City Manager/City Clerk

Walter Green, Mayor

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FY 2016-2017
Proposed Budget Summary
Enterprise Funds and TIFD

First Draft
August 10, 2016

City of Dunnellon
FY 16-17 Proposed Budget
Water and Sewer Funds

The attached Water and Sewer Fund draft budgets were presented to the UAB on August 9, 2016. Both funds are balanced. However, recommendations have been received by the Interim City Manager, Council and staff since publication of this draft.
I anticipate recomendations from the UAB by August 17, 2016. Below are 2 options for funding the management/oversight needed for utility projects.

	Water Fund	Sewer Fund
FY 16-17 Proposed Balanced Budget	1,996,695	1,813,899
Anticipated Year-end 2017 surplus	176,527	128,722
Option A:		
Utility Director - based on actual of last director and comparison to other cities	39,328	39,328
Professional Engineering Services	10,000	10,000
Option B:		
Utility Director	0	0
Outsourcing of engineering, project management, administration services (If funds are not used they would be added to the fiscal year-end surplus)	40,000	40,000

Options A & B provide additional funding of professional services for engineering, consulting etc. over and above the draft budgets

Option C:		
RFP for complete oversight and management of utility	Cost Unknown	Cost Unknown

WATER ENTERPRISE FUND
SUMMARY

CITY OF DUNNELLON
2016-2017 PROPOSED BUDGET
SUMMARY
WATER FUND

	REVENUES	FY14-15 ACTUAL	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL AS OF 07/31/2016	FY 15-16 PROJECTED	FY16-17 PROPOSED
1	REVENUES					
2	Federal Grants	2,460	613,000	474,055	613,000	28,647
3	Charges For Services	1,345,673	1,213,836	1,058,317	1,273,771	1,301,560
4	Miscellaneous	14,005	1,784	1,388	1,685	1,735
5	Other Sources/Uses	-	178,690	-	178,690	664,753
6						
7	Total Water Revenues	1,362,138	2,007,310	1,533,760	2,067,147	1,996,695
8						
9						

	EXPENDITURES	FY14-15 ACTUAL	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL AS OF 07/31/2016	FY 15-16 PROJECTED	FY16-17 PROPOSED
10	EXPENDITURES					
11	Personnel	386,769	264,595	205,377	251,156	258,472
12	Operations	492,444	476,657	256,448	341,841	304,736
13	Capital	-	608,000	470,176	560,995	586,063
14	Debt Service	486,188	485,880	268,022	396,804	521,101
15	Contribution to General Fund	50,622	71,106	59,255	71,106	-
16	Other Sources/Uses	72,433	101,072	101,072	101,072	326,323
17						
18	Total Water Expenditures	1,488,456	2,007,310	1,360,349	1,722,974	1,996,695
19						
20						

	WATER RESERVES	#REF!	FY 15-16 PROJECTED	FY 16-17 PROJECTED 09/30/17	
21	WATER RESERVES				
22					
23	Regions Bond Proceeds-2013	806,157	806,157	239,594	Committed (Restricted)- For Capital
24	Water-Util Dep	88,592	88,592	88,592	Committed (Restricted)-Customer Deposits
25	Cap Improve/Connect Fees	18,653	18,653	22,153	Committed (Restricted)- For Capital
	Emergency Reserve Equity	5,060	6,202	184,464	Committed (Restricted) Purpose to fund unaticipated emergencies
26					(Funded from interest earnings and YE Surplus)
27	Regions Debt Svc Reserve-WEF	161,598	152,283	154,380	Committed (Restricted)-For Bond Payments
28	BB&T Debt Svc Reserve-WEF	200,369	221,125	238,657	Committed (Restricted)-For Bond Payments
29	Subtotal Committed Reserves	**1,280,430**	**1,293,013**	**927,841**	
30					
31	Reserve Equip Repl	-	101,072	136,625	Assigned (Restricted)- For Capital
32	Subtotal Assigned Reserves	**-**	**101,072**	**136,625**	
33					
34	Unrestricted	520,825	681,317	602,627	Unassigned (Unrestricted)-Water Fund Operating Acct.
35	Subtotal Unassigned Reserves	**520,825**	**681,317**	**602,627**	
36					
37	Grand Total Water Enterprise Fund Reserves	**1,801,255**	**2,075,402**	**1,667,093**	

WATER ENTERPRISE FUND

REVENUE

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DEGREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
811	WATER REVENUE													
812	GRANTS													
813	00331	33162	CDBG	Grant-Airport	-	-	-	-	-	0.0%			-	
814	00311	33162	G1436	CDBG - Hotel Infrastructure	-	2,460	613,000	584,353	474,055	77.3%	28,647	(95)	(584,353)	28,647
815					-	2,460	613,000	584,353	474,055	77.3%	28,647	(95)		28,647
816														
817	CHARGES FOR SERVICES													
818	00340	34331		Water Utility Income	1,116,246	1,301,285	1,269,474	1,311,210	1,099,631	86.6%	1,269,474	-	-	1,269,474
819	00340	34331		Benza vs City -Lawsuit Settlement Refu	-	-	(78,690)	(78,690)	(78,690)	100.0%		(100)	78,690	
820	00340	34332		Over/Short	-	-	-	-	-	0.0%			-	
821	00340	34333		NSF/Connect Fees	17,430	15,990	14,423	17,245	14,842	102.9%	17,245	20	2,822	17,245
822	00340	34334		Service Charge	1,700	1,700	1,000	650	450	45.0%	650	(35)	(350)	650
823	00340	34336		Penalty Revenue	6,478	6,817	6,098	10,224	9,207	151.0%	7,839	29	1,741	7,839
824	00340	34337		User Fees/Tap Charge	2,993	2,492	1,231	10,345	10,140	823.7%	2,742	123	1,511	2,742
825	00340	34337	JF	User/Tap Charges	-	2,162	-	(2,162)	(2,162)	0.0%			-	
826	00340	34338		Connect Fees	3,792	14,861	-	4,839	4,839	0.0%	3,500		3,500	3,500
827	00340	34356		Water Dept Inspection	420	366	300	110	60	20.0%	110	(63)	(190)	110
828					1,149,059	1,345,673	1,213,836	1,273,771	1,058,317	87.2%	1,301,560		87,724	1,301,560
829														
830	MISCELLANEOUS													
831	00340	36155		INT - CIA	1,831	1,791	1,784	1,735	1,438	80.6%	1,735	(3)	(49)	1,735
832	00360	36000		Miscellaneous Revenue	2,013	165	-	(50)	(50)	0.0%			-	
833	00360	36932		Insurance Claim Revenue	-	12,048	-	-	-	0.0%			-	
834					3,844	14,005	1,784	1,685	1,388	77.8%	1,735		(49)	1,735
835														
836	OTHER SOURCES/TRANSFERS IN													
837	00340	38603		Financing Revenue	1	-	100,000	22,259	-	0.0%		(100)		
838	00340	38607		Advances/ Reserves	-	-	78,690	78,690	-	0.0%	664,753	745	586,063	664,753
839	00340	38980		Capital Contributions	-	-	-	-	-	0.0%			-	
840					1	-	178,690	100,949	-	0.0%	664,753	272	486,063	664,753
841													-	
842	TOTAL WATER FUND REVENUE, OTHER SOURCES AND TRANSFERS IN				1,152,904	1,362,138	2,007,310	1,960,759	1,533,760	76.4%	1,996,695	(1)	(10,615)	1,996,695
843														

WATER ENTERPRISE FUND

EXPENSE

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
844														
845	WATER EXPENDITURES													
846														
847	00533	10110		Executive Salaries	53,193	46,007	-	-	-	0.0%			-	
848	00533	10120		Regular Salaries	198,814	207,014	167,911	143,331	115,345	68.7%	158,656	(6)	(9,255)	158,656
849	00533	10121		Longevity Bonus	1,902	1,997	1,215	1,111	877	72.2%	1,013	(17)	(202)	1,013
850	00533	10122		Sick Time	9,452	8,110	-	8,407	8,407	0.0%			-	
851	00533	10124		Duty Pagers Per Diem	918	998	1,025	982	805	78.5%	1,025	-	-	1,025
852	00533	10126		Vacation Time	19,680	18,870	-	10,248	10,248	0.0%			-	
853	00533	10135		Safety Incentive Pay	1,031	815	-	575	575	0.0%			-	
854	00533	10140		Overtime	20,600	25,769	24,000	22,086	18,012	75.1%	24,000	-	-	24,000
855	00533	10205		Accrued Wages & Benefits	887	(1,924)	-	-	-	0.0%			-	
856	00533	10210		Fica	17,445	18,046	10,487	10,839	9,092	86.7%	11,388	9	901	11,388
857	00533	10212		Medicare	4,080	4,221	2,453	2,535	2,126	86.7%	2,664	9	211	2,664
858	00533	10220		FRS Retirement	3,664	3,008	1,967	2,187	1,859	94.5%	2,038	4	71	2,038
859	00533	10221		Fl League Retirement	24,648	25,241	15,381	12,984	10,421	67.8%	13,252	(14)	(2,129)	13,252
860	00533	10223		Forfeitures Contra	(4,475)	(17,159)	-	-	-	0.0%			-	
861	00533	10230		Life & Health	46,570	41,358	34,319	31,032	23,271	67.8%	37,764	10	3,445	37,764
862	00533	10231		Vision Plan Benefit	333	-	-	-	-	0.0%			-	
863	00533	10232		Dental Plan Benefit	2,084	-	-	-	-	0.0%			-	
864	00533	10240		Worker's Compensation	6,532	4,943	3,337	4,339	4,339	130.0%	4,172	25	835	4,172
865	00533	10240		Unemployment Compensation	-	-	2,500	500	-	0.0%	2,500	-	-	2,500
866	00533	10265		OPEB Expense	660	1,076	-	-	-	0.0%			-	
867	00533	10266		Pension Expense		(1,622)		-	-				-	
868	PERSONNEL TOTAL				408,017	386,769	264,595	251,156	205,377	77.6%	258,472	(2)	(6,123)	258,472
869														
870	00533	30310		Professional Svcs	31,293	2,785	16,300	6,260	3,000	18.4%	1,000	(94)	(15,300)	1,000
871	00533	30310	G1436	Professional Svcs	-	1,875	137,000	137,000	112,985	82.5%	28,647	(79)	(108,353)	28,647
872	00533	30313		Prof Svcs Water Tower	360	-	-	-	-	0.0%			-	
873	00533	30320		Accounting & Auditing	11,841	9,833	10,282	10,282	9,833	95.6%	11,333	10	1,051	11,333
874	00533	30340		Contractual Services	10,390	24,543	33,283	13,038	6,866	20.6%	20,494	(38)	(12,789)	20,494
875	00533	30342		Legal Services	36,782	14,874	19,000	7,871	4,071	21.4%	5,000	(74)	(14,000)	5,000
876	00533	30400		Travel, Lodging, Mileage	-	278	100	71	51	50.5%	100	-	-	100
877	00533	30410		Telephone Land Lines	1,906	2,016	2,520	2,173	1,725	68.4%	2,271	(10)	(249)	2,271
878	00533	30412		Long Dist, Cell, Net	1,347	1,257	1,524	935	647	42.5%	1,544	1	20	1,544
879	00533	30420		Postage	7,441	7,602	8,000	7,622	6,154	76.9%	8,000	-	-	8,000
880	00533	30430		Electricity	37,677	38,385	32,000	34,136	28,403	88.8%	35,857	12	3,857	35,857
881	00533	30440		Rentals/Leases	735	159	655	131	-	0.0%	505	(23)	(150)	505
882	00533	30450		Insurance (General)	32,028	15,410	11,014	12,279	12,279	111.5%	12,117	10	1,103	12,117
883	00533	30460		Rep/Mnt Bldg & Eqpt	72,804	33,611	86,038	40,382	24,817	28.8%	62,115	(28)	(23,923)	62,115
884	00533	30470		Printing & Binding	5,703	5,705	10,447	6,257	4,253	40.7%	6,566	(37)	(3,881)	6,566
885	00533	30490		Other Charges	23,703	25,777	23,857	22,022	18,006	75.5%	26,260	10	2,403	26,260
886	00533	30490	G1436	Other Charges	-	-	-	40	40	0.0%			-	
887	00533	30491		Advertisements	24	828	550	270	160	29.1%	300	(45)	(250)	300

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
888	00533	30491	CDBG	Advertisements-Airport Utility Ext	-	-	-	-	-	0.0%			-	
889	00533	30491	G1435	Advertisements-Hotel Infrastructure	412	-	-	-	-	0.0%			-	
890	00533	30491	G1436	Advertisements	-	563	-	229	229	0.0%			-	
891	00533	30492		Bad Debt Expense	(1,657)	1,336	1,900	1,900	-	0.0%	1,900	-	-	1,900
892	00533	30493		Penalty Bad Debt	-	-	500	100	-	0.0%	500	-	-	500
893	00533	30494		Depreciation Expense	264,123	264,398	-	-	-	0.0%			-	
894	00533	30495		Amortization Expense	9,206	9,206	-	-	-	0.0%			-	
895	00533	30510		Office Supplies	789	245	900	400	227	25.2%	500	(44)	(400)	500
896	00533	30520		Operating Supplies	12,338	11,404	51,241	21,031	10,949	21.4%	48,216	(6)	(3,025)	48,216
897	00533	30523		Janitorial Supplies	218	171	500	141	41	8.3%	300	(40)	(200)	300
898	00533	30530		Road Mat & Supplies	2,997	2,819	4,700	2,857	1,946	41.4%	3,500	(26)	(1,200)	3,500
899	00533	30540		Educ, Reg, Classes, Membshps, Subs	4,209	2,268	1,850	670	300	16.2%	1,570	(15)	(280)	1,570
900	00533	30560		Repair/Mnt Vehicles	10,795	4,079	10,900	5,796	3,670	33.7%	16,500	51	5,600	16,500
901	00533	30570		Uniforms	1,504	1,759	1,596	1,278	978	61.3%	1,641	3	45	1,641
902	00533	30580		Gas and Oil	12,228	9,259	10,000	6,671	4,817	48.2%	8,000	(20)	(2,000)	8,000
903	OPERATIONS TOTAL				591,195	492,444	476,657	341,841	256,448	53.8%	304,736		(171,921)	304,736
904													-	
905	00533	59200		Loss On Settlement-Benza vs City of Du	185,000	-	-	-	-	0.0%			-	
906	00533	60620		Capital Buildings				-	-	0.0%	4,000		4,000	4,000
907	00533	60630		Cap Imp - Not Bldgs	-	-	-	-	-	0.0%			-	
908	00533	60630	EMCK	Improv - Not Bldgs-E Mckinney Water I	-	-	-	60,059	60,059	0.0%			-	
909	00533	60630	GAUE	Improv - Not Bldgs-Dunnellon Airport U	-	-	-	-	-	0.0%			-	
910	00533	60630	G1436	Improv - Not Bldgs-Hotel Infrastructure	-	-	476,000	443,933	385,113	80.9%		(100)	(476,000)	
911	00533	60630	HWR	Improv - Not Bldgs-Hytovick Watermai	-	-	-	-	-	0.0%			-	
912	00533	60630	RSWI	Improv - Not Bldgs-RSPGS-City Waterm	-	-	-	-	-	0.0%			-	
913	00533	60640		Capital Mach & Equ	-	-	32,000	34,745	2,745	8.6%	62,063	94	30,063	62,063
914	00533	60640	AMR	Capital Mach & Equ-Meter Change-out	-	-	100,000	22,259	22,259	22.3%	520,000	420	420,000	520,000
915	CAPITAL TOTAL				-	-	608,000	560,995	470,176	77.3%	586,063		(21,937)	586,063
916													-	
917	00533	70710	2013	Debt Svc - Principal - Regions	-	135,330	135,330	119,660	119,660	88.4%	123,717	(9)	(11,613)	123,717
918	00533	70710	L2011	Debt Svc - Principal - BB&T	-	166,320	166,320	151,200	151,200	90.9%		(100)	(166,320)	
	00533	70710	2016	Debt Svc- Principal - BB&T							246,400		246,400	246,400
919	00533	70720	2013	Debt Svc - Interest - Regions	103,925	99,024	93,078	55,418	55,418	59.5%	91,206	(2)	(1,872)	91,206
920	00533	70720	L2011	Debt Svc - Interest - BB&T	89,419	85,514	91,152	70,526	54,577	59.9%		(100)	(91,152)	
	00533	70720	2016	Debt Svc - Interest - BB&T							59,778		59,778	59,778
921	DEBT SERVICE TOTAL				193,344	486,188	485,880	396,804	380,855	78.4%	521,101		35,221	521,101
922														

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER		ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
923	00533	90901	Clerk Admin Expense	-	6,379	8,505	8,505	7,088	83.3%				
924	00533	90902	Finance Admin Expense	-	30,326	40,435	40,435	33,696	83.3%				
925	00533	90904	Executive Admin Expense	-	13,917	18,556	18,556	15,463	83.3%				
926	00533	90904	IT Admin Expense	-	-	3,610	3,610	3,008	83.3%				
927				-	50,622	71,106	71,106	59,255	83.3%	-			-
928													
929	00533	90913	Transfer From Communications	(11)	-	-	-	-	0.0%			-	
930	00533	90920	Advances/Reserves	-	72,433	-	-	-	0.0%	247,633		247,633	247,633
	00533	90930	Advances/Reserves							78,690		78,690	78,690
931	00533	90990	Transfer to Capital Replacement Reser	-	-	101,072	101,072	101,072	100.0%		(100)	(101,072)	
932	OTHER USES/TRANSFERS OUT TOTAL			(11)	72,433	101,072	101,072	101,072	100.0%	326,323		225,251	326,323
933													
934				1,377,545	1,488,456	2,007,310	1,722,974	1,473,182	73.4%	1,996,695	(1)	(10,615)	1,996,695
935													
936	TOTAL WATER FUND REVENUE, OTHER SOURCES AND TRANSFERS IN			1,152,904	1,362,138	2,007,310	1,960,759	1,533,760	76.4%	1,996,695	(1)	(10,615)	1,996,695
937	TOTAL WATER EXPENSES, OTHERS USES AND TRANSFERS OUT			1,377,545	1,488,456	2,007,310	1,722,974	1,473,182	73.4%	1,996,695	(1)	(10,615)	1,996,695
938	SURPLUS/(DEFICIT)			(224,641)	(126,318)	-	237,785	60,578		-			-
939													

WATER FUND

CAPITAL

CITY OF DUNNELLON
5 YEAR CAPITAL PLAN

ITEM	QUANTITY	PER ITEM COST	TOTAL COST	JUSTIFICATION	PURCHASE YEAR 2017	2018	2019	2020	2021	OBJECT CODE
00533-WATER FUND			-							
WELL NO 1 PUMP REPLACEMENT	1	22,000	22,000	REPLACE 40 YEAR OLD PUMP					22,000	60610
ALARM SYSTEM RSWTP (NOTE BELOW)	1	600	600	COMPLIANCE ALARM REPLACEMENT	X					
ALARM SYSTEM JFWTP (NOTE BELOW)	1	2,500	2,500	COMPLIANCE ALARM REPLACEMENT	X					
SOFT STARTER REPLACEMENT RSWTP	2	5,000	10,000	BOOSTER PUMP #2 AND #3		5,000	5,000			60640
REBUILD BOOSTER PUMP RSWTP	2	11,000	22,000	B/P # 1 AND #2 IMPELLER & WEAR RINGS				11,000	11,000	60640
MOWER SPLIT W/ SEWER	1	5,000	5,000	REPLACE 14 YEAR OLD SCAG MOWER		5,000				60640
CTY TOWER LEVEL/FLOW CHART	1	5,100	5,100	REPLACE ANTIQUATED WORN OUT RECORDER					5,100	60640
1 TON CRANE TRUCK SPLIT W/ SEWER	1	19,500	19,500		19,500					60640
WATER METER READER SCANNER	1	9,000	9,000	BACK UP RADIO READ SCANNER		9,000				60640
WELL NO 5 PUMP REPLACEMENT	1	6,200	6,200	REPLACE WORN WELL PUMP @ RVWTP			6,200			60640
REPLACE ELECT SERVICE @ RVWTP	1		-	SERVICE, LOAD CENTER, PUMP CONTROL PANEL			4,500			60640
SCADA SYSTEM PHASE 1	1	40,000	40,000	SCADA SYSTEM FOR WATER PLANTS	40,000					60640
NEW LINE SHAFT MOTOR WELL # 8 RSWTP	1	9,800	9,800	REPLACEMENT MOTOR MAIN WELL RSWTP			9,800			60630
WATER METER REPLACEMENT W/ I900	1	520,000	520,000	UPGRADE METERS W/ RADIO READ I900 METERS	520,000	0				60640
REPLACE CHLORINE SYSTEM	1	7,400	7,400	REPLACE OLD CHLORINE SYSTEM @ RSWTP					7,400	60640
REPLACE WELL # 7 PUMP & CONTROL @ RS	1	27,800	27,800	INSTALL SUBMERSIBLE PUMP & ELECT CONTROL				27,800		60640
PUBLIC SERVICES BUILDING-ENTIRE ROOF SHINGLE REPLACEMENT. (SPLIT BUILDING R&M/ROADS & STREETS/WATER/SEWER)	1	16,000.00	16,000.00	ROOF IS STARTING TO LEAK IN OFFICES	4,000					60620
CITY HALL SERVER & GIGABIT SWITCH (SPLIT CLERK/ROADS & STREETS/WATER/SEWER)	1	15,000	15,000	EXISTING SERVERS CANNOT BE WARRANTED. SWITCH NEEDED DUE TO NETWORK BOTTLENECK AND FILES CANNOT BE BACKED UP IN A TIMELY MANNER.	2,563					60640
(NOTE) NO SCADA - NEED ALARM SYSTEM			-							
TOTAL WATER FUND			-		**586,063**	**19,000**	**25,500**	**38,800**	**45,500**	

SEWER ENTERPRISE FUND
SUMMARY

CITY OF DUNNELLON
2016-2017 PROPOSED BUDGET
SUMMARY
SEWER FUND

	REVENUES	FY14-15 ACTUAL	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL AS OF 07/31/2016	FY 15-16 PROJECTED	FY16-17 PROPOSED
1	REVENUES					
2	Federal Grants	-	37,000	33,937	70,937	-
3	State Grants	780,696	-	-	-	-
4	Charges For Services	1,673,258	1,470,292	1,253,424	1,526,233	1,608,640
5	Miscellaneous	1,227	1,684	1,031	1,311	1,311
6	Other Sources/Uses	133,985	133,985	133,985	133,985	203,948
7						
8	Total Sewer Revenues	2,589,166	1,642,961	1,422,377	1,732,466	1,813,899
9						
10						

	EXPENDITURES	FY14-15 ACTUAL	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL AS OF 07/31/2016	FY 15-16 PROJECTED	FY16-17 PROPOSED
11	EXPENDITURES					
12	Personnel	452,266	326,553	253,807	308,338	323,046
13	Operations	1,400,368	562,391	373,358	476,295	528,417
14	Capital	-	109,000	36,682	145,682	69,963
15	Debt Service	416,272	556,757	464,482	463,277	563,068
16	Contribution to General Fund	45,380	72,622	60,518	72,622	-
17	Other Sources/Uses	10,145	15,638	15,638	15,638	329,405
18						
19	Total Sewer Expenditures	2,324,431	1,642,961	1,204,486	1,481,852	1,813,899
20						
21						

	SEWER RESERVES	FY 15-16 YEAR TO DATE ACTUAL AS OF 07/31/2016	FY 15-16 PROJECTED	FY 16-17 PROJECTED 09/30/17	
22	SEWER RESERVES				
23					
24	Regions Bond Proceeds-2013	524,962	524,962	490,552	Committed (Restricted)- For Capital
25	Cap Inprove/Connect Fees/SRF	108,582	108,582	127,191	Committed (Restricted)- For Capital
26	SRF Loan Reserve	26,858	-	-	
27	Regions Debt Svc Reserve-SEF	254,101	229,212	232,382	Committed (Restricted)-For Bond Payments
28	BB&T Debt Svc Reserve-SEF	142,107	173,741	187,517	Committed (Restricted)-For Bond Payments
29	Emergency Reserve Equity	3,266	4,408	128,722	Committed (Restricted) Purpose to fund unaticipated emergencies (Funded from interest earnings and YE Surplus)
30	Subtotal Committed Reserves	**1,059,875**	**1,040,905**	**1,166,364**	
31					
32	Reserve Equip Repl	-	299,828	335,381	Assigned (Restricted)- For Capital
33	Subtotal Assigned Reserves	**-**	**299,828**	**335,381**	
34					
35	Unrestricted	314,661	446,183	580,168	Unassigned (Unrestricted)-Sewer Fund Operating Acct.
36	Subtotal Unassigned Reserves	**314,661**	**446,183**	**580,168**	
37					
38	Grand Total Sewer Enterprise Fund Reserves	**1,374,536**	**1,786,916**	**2,081,913**	

SEWER ENTERPRISE FUND

REVENUE

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
940														
941	SEWER REVENUE													
942	FEDERAL GRANTS													
943	10331	33161	G1436	CDBG - Hotel Infrastructure	-	-	37,000	70,937	33,937	0.0%			(37,000)	
944					-	-	37,000	70,937	33,937	0.0%				
945														
946	STATE GRANTS													
947	10334	33453	G1268	DEP SCWF GRANT - Rio Vista WWTP	57,560	780,696	-	-	-	0.0%			-	
948					57,560	780,696	-	-	-	0.0%				
949														
950	CHARGES FOR SERVICES													
951	10340	34335		Time Pay +Int From UB	-	-	-	-	-	0.0%			-	
952	10340	34337		User/Tap Charge	9,462	6,157	4,012	6,258	5,590	139.3%	5,590	39	1,578	5,590
953	10340	34338		Connect Fees	40,796	65,953	18,609	56,722	53,621	288.1%	18,609	-	-	18,609
954	10340	34339		Interest Time Payments	3,968	2,201	-	2,121	2,121	0.0%			-	
955	10340	34344		Reimburse RV WWTP Decommissionin	-	-	6,515	6,515	-	0.0%	6,515	-	-	6,515
956	10340	34351		Sewer Income	1,548,713	1,576,173	1,556,316	1,565,484	1,306,098	83.9%	1,556,316	-	-	1,556,316
957	10340	34351		Benza vs City Settlement Refund			(133,985)	(133,985)	(133,985)	100.0%		(100)	133,985	
958	10340	34352		Over/Short	-	-	-	14	14	0.0%			-	
959	10340	34355		Sewer Penalty Income	18,951	22,774	18,825	23,104	19,966	106.1%	21,610	15	2,785	21,610
960					1,621,891	1,673,258	1,470,292	1,526,233	1,253,424	85.3%	1,608,640	9	138,348	1,608,640
961													-	
962	MISCELLANEOUS												-	
963	10340	36000		Miscellaneous Revenue	783	160	615	169	67	10.8%	169	(73)	(446)	169
964	10340	36155		Int - CIA	1,235	1,067	1,069	1,142	964	90.2%	1,142	7	73	1,142
965	10340	36159		Interest Income	-	-	-	-	-	0.0%			-	
966					2,018	1,227	1,684	1,311	1,031	61.2%	1,311	(22)		1,311
967	OTHER SOURCES/TRANSFERS IN													
968	10340	38603		Financing Revenue	-	-	-	-	-	0.0%			-	
969	10340	38609		Advances/ Reserves	-	-	133,985	133,985	133,985	100.0%	203,948	52	69,963	203,948
970	10340	38980		Capital Contributions	-	-	-	-	-	0.0%			-	
971					-	-	133,985	133,985	133,985	100.0%	203,948		69,963	203,948
972														
973	MISCELLANEOUS													
974	10360	36000		Miscellaneous Revenue	-	-	-	-	-	0.0%				
975					-	-	-	-	-	0.0%				
976														
977														
978	TOTAL SEWER ENT FUND REVENUE, OTHER SOURCES AND TRANSFERS				1,681,469	2,455,181	1,642,961	1,732,466	1,422,377	86.6%	1,813,899	10	170,938	1,813,899
979														
980														

SEWER ENTERPRISE FUND

EXPENSE

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
981	SEWER EXPENDITURES													
982														
983	10535	10110		Executive Salaries	53,535	46,007	-	-	-	0.0%			-	
984	10535	10120		Regular Salaries	243,804	252,307	210,454	179,217	144,142	68.5%	202,286	(4)	(8,168)	202,286
985	10535	10121		Longevity Bonus	2,397	2,485	1,673	1,675	1,342	80.2%	1,462	(13)	(211)	1,462
986	10535	10122		Sick Time	9,686	8,082	-	8,499	8,499	0.0%			-	
987	10535	10124		Duty Pagers Per Diem	918	858	1,025	912	735	71.7%	1,025	-	-	1,025
988	10535	10126		Vacation Time	23,933	22,949	-	15,061	15,061	0.0%			-	
989	10535	10135		Safety Incentive Pay	192	192	-	-	-	0.0%			-	
990	10535	10140		Overtime	26,248	29,209	28,000	25,815	21,069	75.2%	28,000	-	-	28,000
991	10535	10205		Accrued Wages & Benefits	1,082	(2,312)	-	-	-	0.0%			-	
992	10535	10210		Fica	20,826	21,280	13,153	13,580	11,388	86.6%	14,369	9	1,216	14,369
993	10535	10212		Medicare	4,871	4,977	3,077	3,176	2,664	86.6%	3,361	9	284	3,361
994	10535	10220		FRS Retirement	3,664	3,008	1,967	2,170	1,842	93.6%	2,038	4	71	2,038
995	10535	10221		Fl League Retirement	31,293	31,670	20,742	18,658	15,201	73.3%	18,555	(11)	(2,187)	18,555
996	10535	10223		Forfeitures Contra	(5,731)	(21,524)	-	-	-	0.0%			-	
997	10535	10230		Life & Health	52,214	47,287	39,548	34,597	27,387	69.3%	43,891	11	4,343	43,891
998	10535	10231		Vision Plan Benefit	374	-	-	-	-	0.0%			-	
999	10535	10232		Dental Plan Benefit	2,350	-	-	-	-	0.0%			-	
1000	10535	10240		Worker's Compensation	8,174	6,336	4,414	4,478	4,478	101.4%	5,559	26	1,145	5,559
1001	10535	10250		Unemployement Compensation	-	-	2,500	500	-	0.0%	2,500	-	-	2,500
1002	10535	10265		OPEB Expense	660	1,076	-	-	-	0.0%			-	
1003	10535	10266		Pension Expense		(1,622)		-	-				-	
1004	PERSONNEL TOTAL				480,490	452,266	326,553	308,338	253,807	77.7%	323,046	(1)	(3,507)	323,046
1005														
1006	10535	30310		Professional Svcs	24,268	2,625	13,500	2,700	-	0.0%	11,500	(15)	(2,000)	11,500
1007	10535	30310	G1268	Professional Svcs-Rio Vista WWTP Decc	-	-	-	-	-	0.0%			-	
1008	10535	30313		Prof Svcs - Legal	36,377	13,404	19,000	7,507	3,707	19.5%	3,000	(84)	(16,000)	3,000
1009	10535	30320		Accounting & Auditing	12,556	9,834	10,282	11,890	9,834	95.6%	11,333	10	1,051	11,333
1010	10535	30340		Contractual Services	32,552	47,679	63,849	39,894	27,656	43.3%	51,656	(19)	(12,193)	51,656
1011	10535	30400		Travel, Lodging, Mileage	-	6	100	20	-	0.0%	100	-	-	100
1012	10535	30410		Telephone Land Lines	749	1,027	998	900	743	74.5%	1,219	22	221	1,219
1013	10535	30412		Long Dist, Cell, Net	1,524	1,274	397	479	409	103.0%	595	50	198	595
1014	10535	30420		Postage	7,467	7,556	8,000	7,622	6,154	76.9%	8,000	-	-	8,000
1015	10535	30430		Electricity	143,511	146,468	130,000	115,375	90,510	69.6%	115,560	(11)	(14,440)	115,560
1016	10535	30440		Rentals/Leases	1,110	935	2,005	1,301	900	44.9%	1,505	(25)	(500)	1,505
	10535	30450		Insurance (General)	32,641	23,489	16,361	18,914	18,914	115.6%	17,997	10	1,636	17,997
1017														
1018	10535	30460		Rep/Mnt Bldg & Eqpt	54,084	40,236	88,111	87,665	71,479	81.1%	102,459	16	14,348	102,459
1019	10535	30470		Printing & Binding	5,660	5,684	8,266	5,821	4,253	51.5%	10,200	23	1,934	10,200
1020	10535	30490		Other Charges	22,776	24,992	19,857	21,371	18,167	91.5%	21,660	9	1,803	21,660
1021	10535	30491		Advertisements	45	828	300	220	160	53.4%	300	-	-	300
1022	10535	30491	G1268	Advertisements-Rio Vista WWTP Decor	108	-	-	-	-	0.0%			-	
1023	10535	30492		Bad Debt Expense	1,706	4,188	1,500	300	-	0.0%	1,500	-	-	1,500

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
1024	10535	30494		Depreciation Expense	909,308	910,038	-	-	-	0.0%			-	
1025	10535	30495		Amortization Expense	8,021	8,021	-	-	-	0.0%			-	
1026	10535	30510		Office Supplies	853	341	1,500	600	306	20.4%	1,100	(27)	(400)	1,100
1027	10535	30520		Operating Supplies	17,829	15,874	51,091	25,586	15,617	30.6%	37,240	(27)	(13,851)	37,240
1028	10535	30523		Janitorial Supplies	309	324	650	221	91	14.0%	400	(38)	(250)	400
1029	10535	30530		Road Mat & Supplies	2,053	1,754	2,800	660	100	3.6%	2,800	-	-	2,800
1030	10535	30540		Educ, Reg, Classes, Membshps, Subs	2,709	2,068	2,200	740	300	13.6%	1,845	(16)	(355)	1,845
1031	10535	30560		Repair/Mnt Vehicles	5,114	4,598	8,000	6,512	4,976	62.2%	13,600	70	5,600	13,600
1032	10535	30570		Uniforms	415	571	208	355	320	153.6%	574	176	366	574
1033	10535	30580		Gas and Oil	15,853	10,074	10,000	8,018	6,164	61.6%	7,758	(22)	(2,242)	7,758
1034	10535	30590		Dump Fees - Sludge	105,625	114,050	100,516	110,533	92,027	91.6%	103,516	3	3,000	103,516
1035	10535	30591		Dump Fees - Other	60	2,430	2,900	1,093	570	19.7%	1,000	(66)	(1,900)	1,000
1036	OPERATIONS TOTAL				1,445,283	1,400,368	562,391	476,295	373,358	66.4%	528,417	(6)	(33,974)	528,417
1037													-	
1038	10535	59200		Loss On Settlement-Rainbow Springs	315,000	-	-	-	-	0.0%	-		-	-
1039	10535	60620		Capital Buildings				-	-		4,000		4,000	4,000
1040	10535	60630		Cap Imp - Not Bldgs	-	-	40,000	40,000	-	0.0%		(100)	(40,000)	
1041	10535	60630	G1268	Improv - Not Bldgs-Rio Vista WWTP De	-	-	-	-	-	0.0%			-	
1042	10535	60630	G1436	Improv - Not Bldgs-Hotel Infrastructure	-	-	37,000	37,000	33,937	91.7%		(100)	(37,000)	
1043	10535	60640		Capital Mach & Eqpt	-	-	32,000	32,000	2,745	8.6%	65,963	106	33,963	65,963
1044	CAPITAL TOTAL				-	-	109,000	109,000	36,682	33.7%	69,963	(36)	(39,037)	69,963
1045													-	
1046	10535	70710	2010A	Debt Service - Principal-Regions	-	22,286	22,286	22,286	22,286	100.0%	23,042	3	756	23,042
1047	10535	70710	2013	Debt Service - Principal-Regions	-	179,391	179,391	158,619	158,619	88.4%	163,997	(9)	(15,394)	163,997
1048	10535	70710	L2011	Debt Service - Principal-BB&T	-		130,680	130,680	118,800	90.9%		(100)	(130,680)	
	10535	70710	2016	Debt Service - Principal-BB&T							193,600		193,600	193,600
1049	10535	70716	SCDG1	Sewer Loan - Pricipal-Small Disadvanta	-	-	13,366	13,596	6,913	51.7%		(100)	(13,366)	
1050	10535	70717	SCDG1	Sewer Loan - Interest-Small Disadvanta	636	397	706	445	92	13.0%		(100)	(706)	
1051	10535	70720	2010A	Debt Svc - Interest-Regions	16,496	15,745	15,328	8,777	8,777	57.3%	14,560	(5)	(768)	14,560
1052	10535	70720	2013	Debt Svc - Interest-Regions	137,761	131,264	123,382	73,461	73,461	59.5%	120,901	(2)	(2,481)	120,901
1053	10535	70720	L2011	Debt Svc - Interest-BB&T	70,258	67,189	71,618	55,413	42,882	59.9%		(100)	(71,618)	
	10535	70720	2016	Debt Svc - Interest-BB&T							46,968		46,968	46,968
1054	DEBT SERVICE TOTAL				225,150	416,272	556,757	463,277	431,830	77.6%	563,068	1	6,311	563,068
1055													-	

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

Line No.	GL NUMBER		ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JULY 31, 2016	2015-2016 YTD ACTUAL JULY 31, 2016	YTD % COLLECTED/ USED	FY2017 DEPT REQUEST	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PRPOPOSED BUDGET FY17 VS FY16 BUDGET $ INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
1056												-	
1057	10535	90901	Clerk Admin Expense	-	-	8,505	8,505	7,088	83.3%			(8,505)	
1058	10535	90902	Finance Admin Expense	-	31,463	41,951	41,951	34,959	83.3%			(41,951)	
1059	10535	90904	Executive Admin Expense	-	13,917	18,556	18,556	15,463	83.3%			(18,556)	
1060	10535	90905	IT Admin Expense	-	-	3,610	3,610	3,008	83.3%			(3,610)	
1061				-	45,380	72,622	72,622	60,518	83.3%			(72,622)	
1062												-	
1063	10535	90913	Transfer From Communications	30	-	-	-	-	0.0%			-	
1064	10535	90920	Advances/ Reserves	-	10,145	15,638	15,638	15,638	100.0%	195,420	1,150	179,782	195,420
	10535	90930	Advances/ Reserves							133,985	-	133,985	133,985
1065	OTHER USES/TRANSFERS OUT TOTAL			30	10,145	15,638	15,638	15,638	100.0%	329,405	2,006	313,767	329,405
1066												-	
1067	TOTAL SEWER EXPENSES, OTHER USES AND TRANSFERS OUT			2,465,953	2,279,051	1,570,339	1,445,170	1,171,834	74.6%	1,813,899		243,560	1,813,899
1068												-	
1069	TOTAL SEWER ENT FUND REVENUE, OTHER SOURCES AND TRANSFERS			1,681,469	2,455,181	1,642,961	1,732,466	1,422,377	86.6%	1,813,899	10	170,938	1,813,899
1070	TOTAL SEWER EXPENSES, OTHER USES AND TRANSFERS OUT			2,465,953	2,279,051	1,570,339	1,445,170	1,171,834	74.6%	1,813,899	16	243,560	1,813,899
1071	SURPLUS/(DEFICIT)			(784,484)	176,130	72,622	287,297	250,543		-			-

SEWER FUND

CAPITAL

CITY OF DUNNELLON
5 YEAR CAPITAL PLAN

ITEM	QUANTITY	PER ITEM COST	TOTAL COST	JUSTIFICATION	PURCHASE YEAR 2017	2018	2019	2020	2021	OBJECT CODE
10535-SEWER FUND			-							
RS L/S #11 VALVES, CHECK VALVES & PIPING	1	35,000.00	35,000.00	REPLACE BAD VALVES	35,000.00					60640
RS L/S #11 PUMP S4P1500M3-4	1	8,900.00	8,900.00	REPLACE BAD PUMP	8,900.00					60640
HOLDING POND LINER RSWWTP	1	40,000.00	40,000.00	REPLACE BAD LINER				40,000.00		60630
GENERATOR TRAILER MOUNT	1	24,970.00	24,970.00	REPLACE 35 YEAR OLD L/S LP GAS GENERATOR					24,970.00	60640
MOWER SPLIT W/ WATER	1	5,000.00	5,000.00	REPLACE 14 YEAR OLD SCAG MOWER			5,000.00			60640
1 TON CRANE TRUCK SPLIT W/ WATER	1	19,500.00	19,500.00		19,500.00					60640
ELECTRICAL CONTROL PANEL BLOWER ROOM	1	22,000.00	22,000.00	EXISTING PANEL PARTS BYPASSED & WORE OUT		22,000.00				60640
6 INCH AMT DIESEL SEWER PUMP	1	19,050.00	19,050.00	BY-PASS PUMP FOR MARY ST. & RS # 11 L/S			19,050.00			60640
RSWWTP AERATOR DIFFUSER / AIR HEADER		TBD	-	REPLACEMENT, ENGINEER REVIEW						60640
MANHOLE @ 192 CT. RD.	1	15,000.00	15,000.00	REPAIR & SEAL DETERIORATED MANHOLE		15,000.00				60630
MANHOLE @ 90 LN. RD.	1	15,000.00	15,000.00	REPAIR & SEAL DETERIORATED MANHOLE			15,000.00			60630
NEW VALVES ON RSWWTP SPRAY FIELD	7	3,200.00	22,400.00	REPLACE OLD LEAKING VALVES				22,400.00		60640
RSWWTP EXPANSION CAPACITY ANALYSIS	1	TBD	-	NEEDED, OVER 60 % CAPACITY USED						60630
RS LIFT/STATION #3 CONTROL PANEL	1	11,000.00	11,000.00	EXISTING PANEL PARTS BYPASSED & WORE OUT					11,000.00	60630
RS LIFT/STATION #4 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES		130,000.00				60640
RS LIFT/STATION #5 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES			130,000.00			60640
RS LIFT/STATION #6 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES				130,000.00		60640
RS LIFT/STATION #7 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES					130,000.00	60640
RS LIFT/STATION #8 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES					130,000.00	60640
RS LIFT/STATION #12 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES			130,000.00			60640
RS LIFT/STATION #13 REBUILD	1	130,000.00	130,000.00	REPLACE CONTROL PANEL, PUMPS & VALVES				130,000.00		60640
MARY ST. L/S PUMP REPLACE	1	11,300.00	11,300.00	UPGRADE REPLACE WORN PUMP					11,300.00	60640
OAK ST L/S PUMP REPLACE	1	6,280.00	6,280.00	UPGRADE REPLACE WORN PUMP					6,280.00	60640
KENNESAW L/S PUMP REPLACE	1	6,280.00	6,280.00	UPGRADE REPLACE WORN PUMP			6,280.00			60640
RS L/S #11 ELECTRICAL PANEL	1	21,496.00	21,496.00	UPGRADE REPLACE WORN OUT PANEL	21,496					
PUBLIC SERVICES BUILDING-ENTIRE ROOF SHINGLE REPLACEMENT. (SPLIT BUILDING R&M/ROADS & STREETS/WATER/SEWER)	1	16,000.00	16,000.00	ROOF IS STARTING TO LEAK IN OFFICES	4,000					60620
CITY HALL SERVER & GIGABIT SWITCH (SPLIT CLERK/ROADS & STREETS/WATER/SEWER)	1	15,000	15,000	EXISTING SERVERS CANNOT BE WARRANTED. SWITCH NEEDED DUE TO NETWORK BOTTLENECK AND FILES CANNOT BE BACKED UP IN A TIMELY MANNER.	2,563					60640
TOTAL SEWER FUND			-		**91,459**	**167,000**	**305,330**	**322,400**	**313,550**	

TAX INCREMENT FINANCING DISTRICT

REVENUE AND EXPENSE

CITY OF DUNNELLON
2016-2017 PROPOSED BUDGET
SUMMARY

TAX INCREMENT FINANCING DISTRICT (CRA)

	REVENUES	FY14-15 ACTUAL	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL AS OF 06/30/2016	FY 15-16 PROJECTED	FY16-17 PROPOSED
1	REVENUES					
2	Taxes	142,116	156,607	151,251	151,251	161,223
3	Grants	-	-	-	-	270,000
4	Miscellaneous	195	185	229	275	125,244
5						
6	Total TIFD Revenues	142,311	156,792	151,480	151,527	556,467
7						
8						

	EXPENDITURES	FY14-15 ACTUAL	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL AS OF 06/30/2016	FY 15-16 PROJECTED	FY16-17 PROPOSED
9	EXPENDITURES					
10	Personnel	43,460	20,619	15,035	20,342	22,270
11	Operations	15,713	21,016	9,304	14,855	36,084
12	Capital	-	-	-	-	343,400
13	Other Sources/Uses	-	115,157	-	116,330	154,713
14						
15	Total TIFD Expenditures	59,173	156,792	24,340	151,527	556,467

TIFD RESERVES	FY 15-16 YEAR TO DATE ACTUAL AS OF 06/30/2016	FY 15-16 PROJECTED	SPEND/COMMIT
Historic Building Redevelopment	12,000	13,000	
TIFD Equity	322,112	438,442	
Total TIFD Reserves	334,112	451,442	

Reserve Balance Spend Schedule:

FY 2013	84,942	FY 2017	Used in FY 17 budget
FY 2014	38,891	FY2017	Used in FY 17 budget
FY 2015	83,139	FY 2018	$1, 136 Used in FY 17 Budget. Balance remaining $82,003
FY 2016 Estimate	116,330	FY 2019	
FY 2017 Estimate	103,144	FY 2020	
	426,446		

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

GL NUMBER			ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JUNE 30, 2016	2015-2016 YTD ACTUAL JUNE 30, 2016	YTD JUNE % COLLECTED/ USED	FY2017 DEPT REQUEST	FY2017 MANAGER REVIEW	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
TIFD REVENUE													
TAXES													
30310	31110		Ad Valorem Taxes	43,107	48,124	56,645	51,217	51,217	90.4%	56,169	-	(1)	56,169
30310	31130		CRA Transfer	84,380	93,992	99,962	100,034	100,034	100.1%	105,054	-	5	105,054
				127,487	142,116	156,607	151,251	151,251	96.6%	161,223	-	3	161,223
GRANTS													
30331	33771	BRPK	MARION COUNTY GRANT MATCH	-	-	-	-	-	0.0%	120,000	-	100	120,000
30334	33480		BRPK FL REC DEV ASSIST GRANT	-	-	-	-	-	0.0%	150,000	-	100	150,000
					-	-	-	-		270,000	-	100	270,000
MISCELLANEOUS													
31360	36155		Interest - CIA	103	195	185	275	229	123.9%	275	-	49	275
31360	38607		Transfer Reserves	-	-	-	-	-	0.0%	124,969	-	-	124,969
				103	195	185	275	229	123.9%	125,244	-	67,599	125,244
TOTAL TIFD REVENUES				127,590	142,311	156,792	151,527	151,480	96.6%	556,467	-	255	556,467

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

GL NUMBER		ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JUNE 30, 2016	2015-2016 YTD ACTUAL JUNE 30, 2016	YTD JUNE % COLLECTED/ USED	FY2017 DEPT REQUEST	FY2017 MANAGER REVIEW	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
TIFD EXPENDITURES												
30552	10110	Executive Salaries	11,220	18,624	-	-	-	0.0%	-	-	-	-
30552	10120	Regular Salaries	22,660	13,229	13,556	13,772	10,383	76.6%	14,856	-	10	14,856
30552	10121	Longevity Bonus	127	81	9	5	4	38.9%	15	-	67	15
30552	10122	Sick Time	1,442	596	-	45	45	0.0%		-	-	
30552	10126	Vacation Time	2,234	1,171	-	6	6	0.0%		-	-	
30552	10140	Overtime	496	301	-	197	197	0.0%		-	-	
30552	10205	Accrued Wages & Benefits	115	(223)	-	-	-	0.0%		-	-	
30552	10210	Fica	2,170	2,028	842	859	649	77.0%	923	-	10	923
30552	10212	Medicare	508	474	197	201	152	77.0%	216	-	10	216
30552	10220	FRS Retirement	175	92	-	-	-	0.0%		-	-	
30552	10221	Fl League Retirement	3,297	3,443	1,609	865	462	28.7%	1,099	-	(32)	1,099
30552	10223	Fl League Retirement C	(640)	(2,487)	-	-	-	0.0%		-	-	
30552	10230	Life & Health	5,275	4,865	3,759	3,750	2,496	66.4%	4,250	-	13	4,250
30552	10231	Vision Plan Benefit	45	-	-	-	-	0.0%		-	-	
30552	10232	Dental Plan Benefit	278	-	-	-	-	0.0%		-	-	
30552	10240	Worker's Compensation	1,356	1,266	647	642	642	99.3%	911	-	41	911
PERSONNEL TOTAL			50,757	43,460	20,619	20,342	15,035	72.9%	22,270	-	8	22,270

CITY OF DUNNELLON
FY2016-2017 PROPOSED BUDGET

GL NUMBER		ACCOUNT DESCRIPTION	2013-2014 ACTUAL	2014-2015 ACTUAL	2015-2016 BUDGET	2015-2016 PROJECTED AT JUNE 30, 2016	2015-2016 YTD ACTUAL JUNE 30, 2016	YTD JUNE % COLLECTED/ USED	FY2017 DEPT REQUEST	FY2017 MANAGER REVIEW	PRPOPOSED BUDGET FY17 VS FY16 BUDGET % INCREASE/ DECREASE	PROPOSED FY2017 BUDGET
30552	30310	Professional Svcs	1,675	-	1,800	540	-	0.0%	5,000	-	178	5,000
30552	30313	Prof Svcs - Legal	1,333	3,450	1,500	6,785	6,335	422.3%	10,000	-	567	10,000
30552	30340	Contractual Services	-	1	5,699	1,712	3	0.0%	5,900	-	4	5,900
30552	30420	Postage	14	-	50	108	93	185.5%	200	-	300	200
30552	30430	Electricity	301	301	375	306	201	53.5%	375	-	-	375
30552	30450	Insurance (General)	32,008	9,612	6,858	3,490	2,047	29.8%	7,544	-	10	7,544
30552	30460	Rep/Maint Bldg & Equipment	31	-	250	75	-	0.0%	250	-	-	250
30552	30466	Sidewalk Repair	-	-	3,000	900	-	0.0%	5,000	-	67	5,000
30552	30490	Other Charges	375	175	376	375	375	99.7%	395	-	5	395
30552	30491	Advertisements	51	221	500	196	46	9.2%	300	-	(40)	300
30552	30510	Office Supplies	104	75	150	94	64	43.0%	150	-	-	150
30552	30520	Operating Supplies	-	-	250	75	-	0.0%	250	-	-	250
30552	30540	Educ, Reg, Classes, Membs	1,875	1,667	-	-	-	0.0%	495	-	100	495
30552	30570	Uniforms	175	210	208	199	141	67.8%	225	-	8	225
OPERATIONS TOTAL			37,942	15,713	21,016	14,855	9,304	44.3%	36,084	-	72	36,084
30552	60620	Capital Buildings	-	-	-	-	-	0.0%	300,000	-	100	300,000
30552	60630	Improv - Not Bldgs	-	-	-	-	-	0.0%	43,400	-	100	43,400
30552	60640	Capital Mach & Equip	-	-	-	-	-	0.0%		-	-	
CAPITAL TOTAL			-	-	-	-	-	0.0%	343,400	-	100	343,400
30552	80820	Grants & Aid-Private				-			33,569	-	100	33,569
30552	80830	Grants & Aid-Other				-			18,000	-	100	18,000
30552	90920	Advances/Reserves	-	-	115,157	116,330	-	0.0%	103,144	-	(10)	103,144
OTHER FINANCE USES/TRANSFERS OUT TOTAL			-	-	115,157	116,330	-	0.0%	154,713	-	34	154,713
			88,699	59,173	156,792	151,527	24,340	15.5%	556,467	-	255	556,467
TOTAL TIFD REVENUES			127,590	142,311	156,792	151,527	151,480	96.6%	556,467	-	255	556,467
TOTAL TIFD EXPENSES AND TRANSFERS			88,699	59,173	156,792	151,527	24,340	15.5%	556,467	-	255	556,467

TIFD FUND

CAPITAL

CITY OF DUNNELLON
5 YEAR CAPITAL PLAN

	ITEM	QUANTITY	PER ITEM COST	TOTAL COST	JUSTIFICATION	PURCHASE YEAR 2017	2018	2019	2020	2021
110	**30552-TAX INCREMENT FINANCING DISTRICT**			-						
139										
140	BLUE RUN PARK Restrooms	1	30,000	30,000.00	Restrooms	30,000				
141	Entry Signage - 2 Signs (10,000 ea)	2	10,000	20,000.00		20,000				
142	125 Anniversary Park	1	23,400	23,400.00	Restrooms	23,400				
144										
145										
146	**TOTAL TIFD FUND**			-		**73,400**	**0**	**0**	**0**	**0**
147										
148										
149	**Unobligated Funds**									
150	FY 2015	82,003								
151	FY 2016 (Projected surplus)	116,330								
152	FY2017 (Projected surplus)	103,144								
153	**Balance to obligate or budget**	**301,477**								
154										
155	**Possible projects to obligate funds:**									
156	Increase amount allocated to signage									
157	Grants									
158	Bike path through city									
159	Park improvements									
160	Landscaping									
161	Benches									
162	Lighting									
163										
164	*Per Florida State Statute Chapter 163 Part 3 - All CRA monies must be obligated and/or budgeted.									

CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING

DATE: November 21, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Green called the meeting to order at approximately 5:33 p.m. and led the Council in the Pledge of Allegiance. He asked if a citizen would volunteer to open with prayer. Chief McQuaig provided the invocation.

ROLL CALL

The following members answered present at roll call:
Walter Green, Mayor, Seat 1
Larry Winkler, Councilman, Seat 2
Chuck Dillon, Councilman, Seat 3
Valerie Hanchar, Councilwoman, Seat 4
Richard Hancock, Vice-Mayor, Seat 5

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk
Jan Smith, Finance Officer
Mike McQuaig, Police Chief
Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, November 18, 2016. The agenda was modified November 21, 2016 to add additional backup to Item #1 and letter by Vice-Mayor Hancock.

Council's Comments Regarding Agenda

There were none.

PUBLIC COMMENTS

John Nephew, 9980 SW 183nd Circle, discussed the Rainbow River being a world class resource and the need to be very careful on how it's developed.

Mathew Baillargeon, 22637 SW Surf Blvd, Ocala, suggested having "Public Comments" at the end of the meeting in order for the public to hear from Council and then be able to comment.

Council and staff engaged in a brief discussion regarding "Public Comments."

Louise Kenny, 19970 Ibis Court, stated she was confused when reading the agenda and wasn't sure if Council was going to take action on the traffic issues or revenue regarding the Rainbow River Corridor. She suggested Council hold additional workshops to address the issues.

Mrs. Kenny provided Council with handouts of the ***Management Plan Blue Run of Dunnellon Park,*** the ***Warranty Deed*** and the ***Perpetual Conservation Easement*** for the park, ***which are attached hereto and made a part of these minutes***. She discussed the partners and groups instrumental in developing the Management Plan and its goals.

Vice-Mayor Hancock explained the topic is on the agenda for the purpose of discussion and review only.

Bill Vibbert, 9552 SW 192nd Court Road, discussed the documents Mrs. Kenny provided in her handouts. He also provided a handout to Council and explained the history in developing the Management Plan.

Burt Eno, 9220 SW 193rd Circle, President of the Rainbow River Conservation (RRC) group and the Rainbow Springs Property Owners Association, provided a handout for the upcoming Rainbow River Conservation, Inc. annual meeting to be held on Saturday, December 3, 2016 and invited all to attend. He said his only interest is in conserving the river and its resources.

Danielle Stevens, DBA Executive Director, discussed her experience in talking with the tubers exiting the river. She stated they are less interested in spending dollars in the City after tubing and more anxious to get home.

Andy Arevalo, 11928 N. Williams Street, said he also surveyed the exiting tubers at Blue Run Park and came to the same conclusion as Ms. Stevens.

Mary Ann Hilton, 12078 Palmetto Court, stated she would also like to have "Public Comments" at the end of the meeting.

REGULAR AGENDA

AGENDA ITEM NO. 1 – RAINBOW RIVER CORRIDOR ACTIVITY REVIEW – VICE-MAYOR HANCOCK

Vice-Mayor Hancock provided an update on the Rainbow River Corridor Task Force committee consisting of Mrs. Bowne and Chief McQuaig, with input from Attorney Hand, and their efforts to learn and improve on the management of Blue Run of Dunnellon Park. He reviewed the letter he composed to the Marion County Board of County Commissioners and Rainbow Springs Park Manager, along with support letters from neighboring

communities along the Rainbow River Corridor, ***which are attached hereto and made part of these minutes.***

Vice-Mayor Hancock discussed the importance of the City and the other public agencies involved with the park to be honest partners in managing the river and park responsibly. He thanked Mrs. Bowne, Chief McQuaig and Attorney Hand for being very helpful in this process.

Vice-Mayor Hancock provided a PowerPoint presentation, which can be viewed by clicking on the link: Rainbow River Corridor Review

Vice-Mayor Hancock said if Council agrees, he would like to support those who have committed to supporting the City, and send the letter to those partners explaining our concerns and respectfully asking them to work with us.

Vice-Mayor Hancock moved to approve sending the letter along with the supporting community letters to the appropriate agencies. Councilman Dillon seconded the motion.

Vice-Mayor Green called for discussion. Mr. Eno said he was very pleased with Vice-Mayor Hancock's presentation and the objectives he spelled out. He said he believes there are solutions to developing a cohesive outlook on this matter.

Bill Vibbert commented on the carrying capacity and the proper balance to protect the resource of the Rainbow River.

The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 2 – BLUE RUN MANAGEMENT PLAN UPDATE - VICE - MAYOR HANCOCK

Vice-Mayor Hancock provided a PowerPoint presentation, which can be viewed by clicking on the link: Blue Run Management Plan Update

Vice-Mayor Hancock stated while reviewing the documents, he learned an annual review is required by the City and only one has been completed to date. He spoke to Jennifer Carver, Project Planner at FCT, and she indicated she would be willing to work with the City in bringing the reports up to date in one document. He said there is a process underway to identify what the City is required to do in meeting our responsibilities.

Attorney Hand explained there were many drafts of the Management Plan and one of the obstacles was obtaining the most current version and working with those documents. He said the good news is, in reviewing those documents, he discovered that the City has more leverage than initially thought. He stated by having those documents and discussions, much information has been discovered that is beneficial to the City.

Council and staff engaged in brief discussion regarding the amount of revenue the County is collecting from tubers that exit at Blue Run of Dunnellon Park.

Vice-Mayor Hancock stated once the study is completed, he would like to proceed with some "action steps" by establishing a group and inviting the partners. He said he received comments from the FTC and they are very pleased Dunnellon is getting involved and they are most supportive.

Comments were received by the following:

- Bill Vibbert
- Louise Kenny
- Mary Ann Hilton

AGENDA ITEM NO. 3 – BLUE RUN PARK REVENUE – COUNCILMAN DILLON

Councilman Dillon suggested charging vendors who pick up more than five (5) tubers at Blue Run Park an annual fee of $5,000. He said this will help limit the number of tubers to the capacity of the parking lot at KP Hole. He expressed his concerns regarding law enforcement on the Rainbow River and allowing commercial enterprises on public property.

Vice-Mayor Hancock stated Marion County and the City should work this out through the Blue Run Park Advisory Council.

Walk on Issue

Mrs. Bowne explained as a requirement of the CDBG Grant, Council is to appoint a Citizen's Advisory Task Force (CATF). She stated the following City residents have agreed to serve on the CATF: Linda Fernandez, Jane Keele, Terry Dunham, Cheryl Miller and Tad Wooten, with the alternates being: Joe Campfield and Kathleen Goodloe.

Mrs. Bowne said the CATF will meet once or twice to discuss and vote on the project(s) presented by staff and make a recommendation to Council for consideration. She reviewed the CDBG timeline and asked Council to consider a Special City Council Meeting on November 30, 2016 to facilitate the deadline.

Councilwoman Hanchar moved to appoint the following members to the Citizen's Advisory Task Force (CATF):

Linda Fernandez, Jane Keele, Terry Dunham, Cheryl Miller, and Tad Wooten, with the alternates being: Joe Campfield and Kathleen Goodloe. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 4 – ADJOURN

At approximately 9:44 p.m. Councilman Dillon moved the November 21, 2016 Special City Council meeting be adjourned. Vice-Mayor Hancock seconded. All members voted in favor. The motion passed 5-0.

Attest:

_____ _____

Dawn Bowne, MMC
City Clerk/Interim City Manager

Walter Green, Mayor

P:\minutes special council meeting\20161121doc

MANAGEMENT PLAN

BLUE RUN OF DUNNELLON PARK

Project No.: 07-022-FF7

March 2008

Submitted by Louise Kenny 11/21/16 Council Meeting

Executive Summary

There are few places in Florida, or America, that equal the natural resource superlatives of the Rainbow River. One of the world's longest spring runs, and one of the clearest aquatic systems on earth, the Rainbow River is Florida's third largest spring. The Rainbow River is a National Natural Landmark, an Aquatic Preserve, an Outstanding Florida Water and a SWIM Priority Body of Water. On its way to the Gulf of Mexico, the Rainbow River provides habitat for 300 plant species, 70 bird species, 20 reptiles, 15 mammals, and more than 40 species of fish. *The Rainbow River is* a *globally significant resource*. The Rainbow River also provides significant economic benefits to Dunnellon, Marion County, and the State of Florida.

The City of Dunnellon is closely identified with the Rainbow River, and its residents have supported recent efforts to protect the Rainbow River from threats from inappropriate development. Through the Florida Communities Trust grant program, Dunnellon is working to protect the Rainbow River while providing visitors from across Florida recreational and educational experiences. It has been a major goal of the City of Dunnellon for many years to acquire this property on the Rainbow River for use as a public park.

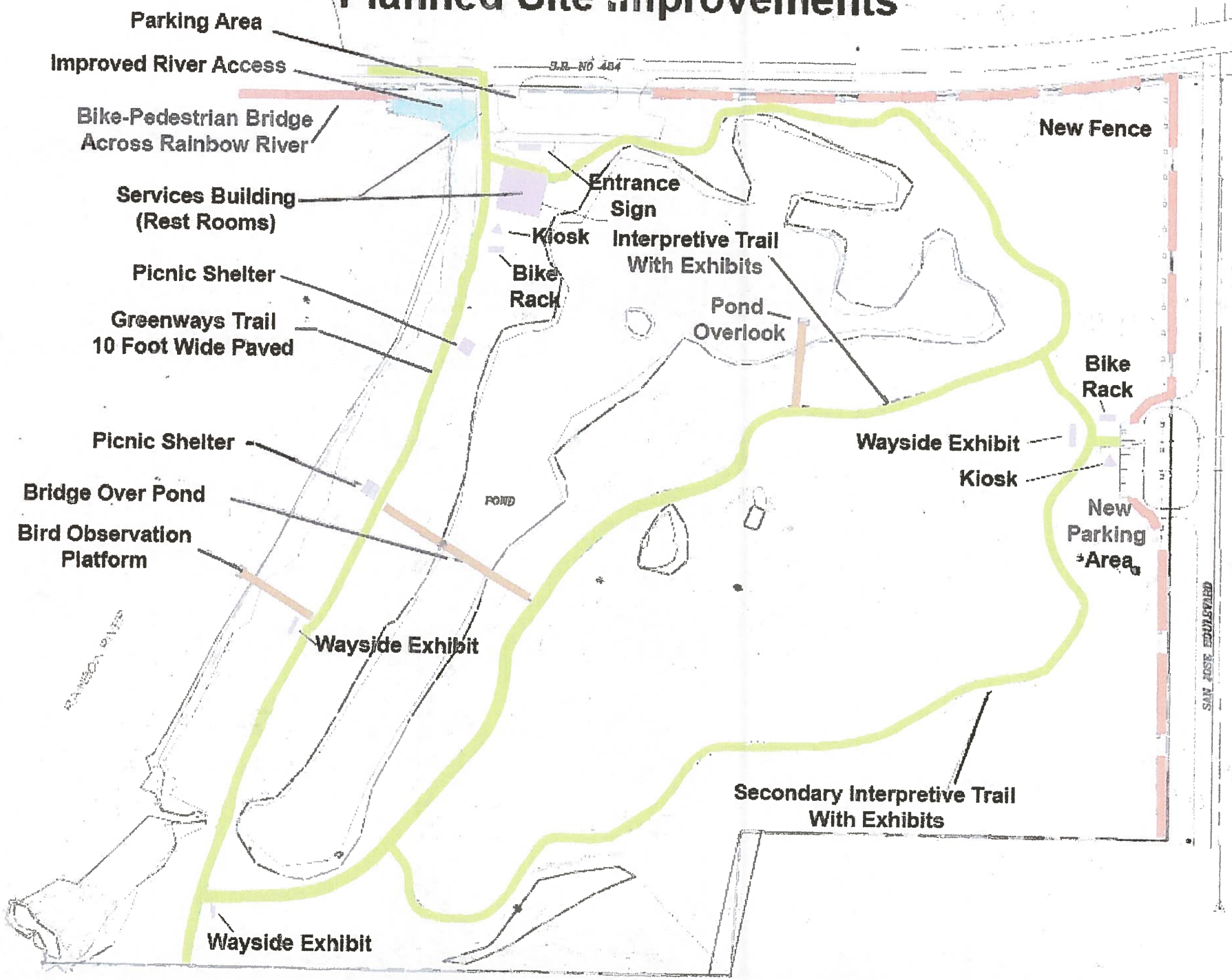
Working with Marion County as the principal partner, and other partners including the Office of Greenways and Trails, the Trust for Public Land, and the Rainbow River Conservation, Inc., the Blue Run of Dunnellon Park Management Plan will provide critical protection and long term management of a significant section of the Rainbow River Corridor. Marion County and Dunnellon have worked closely on the development of this Management Plan, and have executed an Interlocal Agreement outlining the partnership. Marion County has agreed to provide a 10% match of the acquisition cost.

The 32.44-acre property contains a remarkable combination of outstanding features and natural resources ideal for a new public park. First, the Blue Run of Dunnellon Park contains exceptional examples of natural communities including spring run stream, sandhill, hydric hammock, xeric hammock, upland mixed forest, and even a 3-acre spring-fed pond. The forest canopy contains many very large trees, and a lush bald cypress forest along the Rainbow River. The property also supports a rich diversity of wildlife including active gopher tortoise burrows, American alligators, wading birds, otters, and nesting Suwannee cooters. The proposed trail system and river overlook will provide visitors an opportunity to observe wildlife up close, and learn about Florida's' springs and natural communities. The vacated Seaboard Railroad right-of way will become a trail that will provide an important connector link in the State Trails Plan.

The concept of the Management Plan is to carefully overlay the required public facilities and trails on the property to ensure the long- term protection of the natural communities while providing visitors with exceptional natural resource and interpretive experiences. Interpretive kiosks and wayside exhibits in the parking areas and three trails will present a variety of natural and cultural history themes. The Management Plan identifies the capital improvement facilities required for visitor comfort, access, and safety as well as the maintenance, operational, and regulatory needs. The Management Plan recognizes that importance of a comprehensive approach for a successful park program.

The overall goal of the Management Plan is to provide visitors with a safe experience in one of Florida's natural treasures, while ensuring that the park's natural resources are protected for future generations.

Planned Site Improvements



	Blue Run of Dunnellon Project List		
	Projects		
1	Install Comfort Station with Drinking Fountain (*ADA Compliant*)		
2	Construction Of Walking Trails (2) *Pond Trail and Sandhill Trail*		
3	Main Parking Lot Improvement		
4	San Jose Trailhead Parking Lot		
5	Implement Invasive Plant Removal Plan		
6	Kayak and Tuber Access improvement. (*Detention Swale Improvemt*)		
7	Install Rainbow River Overlook Platform		
8	Greenways Trail Extension (*Adaptive Reuse On Seaboard ROW*)		
9	Build Two Picnic Shelters		
10	Install Bridge Over Pond		
11	Install Perimeter Fencing		
12	Implement Vegetation Restoration Plan		
13	Install Three Wayside Exhibits (24 x 30)		
14	Install Interpretive Signs (12 x 12)		
15	Install Three-Panel Kiosks (Two)		
16	Install Pond Overlook Platform		

VI. Cost Estimates and Funding Sources

Estimated costs for the project site improvements after acquisition are as follows:

Structures and Improvements:

	Blue Run of Dunnellon Project List		
	Project Item	**Est. Cost**	**Source**
1	Install Fence on North and East Side	$14,000	Marion County
2	Implement Invasive Plant Removal Plan (see item 9)	Low: $3000 High: $10,000	SWFWMD CFI grant
3	San Jose Trailhead Parking Lot	$3,000	OGT RTP grant
4	Main Parking Lot Improvement	$250,000	SWFWMD CFI grant
5	Install Comfort Station with Drinking Fountain (*ADA Compliant*)	$100,000-$130,000	OGT RTP grant
6	Install Two Bike Racks	$1,800	OGT RTP grant
7	Construction Of Walking Trails (2) *Pond Trail and Sandhill Trail*	$500 to $3000	OGT RTP grant
8	Greenways Trail Extension (*Adaptive Reuse On Seaboard RR ROW*)	$30,000	OGT
9	Kayak and Tuber Access Improvement. (*Detention Swale Improvement*)	$10,000	SWFWMD CFI grant
10	Implement Vegetation Restoration Plan	$200 per acre	SWFWMD
11	Install Rainbow River Bird Observation Platform	$100 per linear foot	SWFWMD CFI grant
12	Build Two Picnic Shelters	$33,000 Each	Felburn grant
13	Install Park Sign with Acknowledgement of FCT	$1,000	Dunnellon
14	Install Two Three-Panel Kiosks	$5,000	OGT RTP grant
15	Install Six Wayside Exhibits (24 x 30)	$15,000	OGT RTP grant
16	Install Twenty Interpretive Signs (12 x 12)	$5,000	OGT RTP grant
17	Build Pedestrian-Bike Bridge Across Rainbow River (parallel to S.R. 484 bridge)	$500,000	DOT ISTEA
18	Install Pond Observation Blind	$500	SWFWMD CFI grant
19	Install Bridge Over Pond	$20,000	Felburn grant
20	Archaeological Study	5000	Grant

Projects will be completed as grants and funds are available

Greenways

The Marjorie Harris Carr Cross Florida Greenways runs west from the City of Ocala and CR 200 to the edge of the property. Multiuse trails, including a hiking trail, are encompassed in this right-of-way. Besides the bike trail mentioned above, connectivity to this hiking trail will also be obtained and allow a better connection to the City of Dunnellon.

Currently, there is a Florida State Canoe Trail on the Withlacoochee River, which ends at the City of Dunnellon boat ramp. This canoe trail will eventually be extended to the River access point at the Blue Run of Dunnellon Park.

Optimal Boundary

The 33 acre parcel that will be managed as the Blue Run of Dunnellon Park is of suitable size for the goals of this municipal and community park.

This parcel is part of a larger plan, called the Rainbow River Corridor Project, which has been placed on the Florida Forever "A List." The goal of this corridor project is to have the State acquire the undeveloped acres along the Rainbow River to protect the water quality of the River and the habitat for wildlife. A map showing the targeted parcels for acquisition is provided in Exhibit J. The Blue Run of Dunnellon property is identified as parcel 59 on this map.

Public Involvement

Citizens of the City of Dunnellon, and the region, have taken an active role in soliciting the acquisition and planning of this park. The Blue Run of Dunnellon Park has been discussed at more than 15 public meeting and received numerous press reports in both the *Riverland News* and the *Ocala Star Banner*. The Rainbow River Conservation Inc. (RRC), a nonprofit environmental group, is the sponsor for the Rainbow River Corridor Project, and has provided active support for the Blue Run of Dunnellon FCT application. RRC has volunteered to coordinate with the City and organize the monthly interpretive programs that will be held at the park.

RRC also manages the annual Rainbow River cleanup project and will extend this cleanup effort to the new park.

Maintenance

A moderate amount of maintenance activities will be required for the Blue Run of Dunnellon Park. These include cleaning the service building (comfort station), trash pickup, periodic right-of-way mowing, and maintenance of the comfort station and the picnic shelters. A summary of the responsibilities is listed below on page 21.

The park will be fenced to restrict use of OHV vehicles on the trails.

Staffing

The Blue Run of Dunnellon Park is being developed as a passive park and will have no visitor center or permanent staff.

CITY OF DUNNELLON
20750 River Drive
Dunnellon, FL 34431
(352) 465-8500
FAX (352) 465-8505

Jim Couillard
Marion County Parks and Recreation
January 14, 2016

Re: Blue Run Park Restroom Facility

Mr. Couillard,
This letter is to confirm to you and the Marion County Commissioners that at their City Council meeting on Monday January 11, 2016, the City Council of Dunnellon, voted unanimously to commit $30,000.00 towards the design and permitting of the new Blue Run Park restroom facility. This facility is identified as an integral part of the management plan for Blue Run Park and will replace the Port-A-Let that is currently in use. Due to the immediate success of the new trail system, as well as a noticeable increase in Kayaking, Canoeing and Paddleboard activity, we have seen a huge increase in the attendance and use of Blue Run Park throughout the year, rather than the previous use that was seemingly limited to a Spring through Fall window of activity. We hope this project will be embraced and supported as much by the County as it is by the City, as we wish to serve our residents and visitors with the safest and healthiest facilities possible.

Thank you again for your dedicated help and support to date with this project and we look forward to continuing a great partnership with you moving forward.

Sincerely,

Eddie R. Esch, Sr.
City Manager
City of Dunnellon

March 4, 2008

Grant Gelhardt, Environmental Administrator
Florida Communities Trust
Department of Community Affairs
Sadowski Building, Room 310D
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Re: Blue Run of Dunnellon Management Plan
FCT Project No. 07-022-FF7

Dear Mr. Gelhardt:

The City of Dunnellon Planning Commission is pleased to express our opinion of the Blue Run of Dunnellon Management Plan submitted for Florida Communities Trust Project No. 07-022-FF7. The Dunnellon Planning Commission believes that the Management Plan and park acquisition furthers many of the Goals, Objectives & Policies described in the Dunnellon Comprehensive Plan.

Dunnellon is closely identified with the Rainbow River, and the Blue Run of Dunnellon Park, funded by a Florida Communities Trust grant, will provide needed protection to the Rainbow River while providing recreational and educational experiences for our residents. The 32.44 acres of the Blue Run of Dunnellon was identified as an objective in the Dunnellon Comprehensive Plan as early as 1992 and has been a high priority open space goal for our community for many years.

A few specific Dunnellon Comprehensive Plan statements that are addressed in the Management Plan are listed below:

CITY OF DUNNELLON • 20750 RIVER DRIVE • DUNNELLON, FL 34431
Phone (352) 465-8500 • Fax (352) 465-8505

Capital Improvement Element

Objective 3, Policy 3-1f - States that 2 acres of parks are required for every 1000 residents

Conservation Element

Objective 2 - States that the Rainbow and Withlacoochee Rivers are irreplaceable recreational and aesthetic resources to the City.

Objective 6, Floral and Faunal Resources – States that we will manage, conserve, and protect all ecological communities and wildlife, especially species designated by the Florida Wildlife and Conservation Commission, Dept. of Agriculture, and the U.S. Fish and Wildlife Service.

Infrastructure Element

Goal 1: Provide adequate and appropriate public facilities and services based on the community's need for environmental quality and financial health.

Goal 2: Conserve the City's potable water resources, natural aquifer recharge areas, and drainage features.

Recreation and Open Space Element

Objective 1, Policy 1.8 - The existing tuber exit parking site on CR 484 (Blue Run of Dunnellon Park), which is the only public site for the pickup of tubers on the Rainbow River, is currently in private ownership and leased to Marion County. The City shall coordinate with the County and various citizen recreation committees in developing alternatives to public access if the lease were to become nonrenewable, including joint purchase by the City and the County.

Objective 1, Policy 1.9 - By 1993 the City will research the possibility of purchasing parcels for recreation facilities such as hiking and biking trails within the abandoned CSX Corporation rail corridor located adjacent to the Rainbow River by exploring state and federal grant/loan programs such as the Florida Recreation Development Assistance Program (FRDAP), the Land and Water Conservation Fund (LWCF), and the Recreational Trails Program (RTP) administered by the Office of Greenways and Trails.

Objective 2, Policy 4.2 - The City shall protect the following areas as open space amenities:

a. The Withlacoochee and Rainbow Rivers, and conservation wetlands.

b. Areas within the Florida Barge Canal Authority (a.k.a. Marjorie Harris Carr Cross Florida Greenway), including areas which may be leased or acquired in the future for spray irrigation or recreation.

Objective 6 - In order to meet future recreation needs of the City, coordination mechanisms shall be established by 1992 between the City and County in order to determine the feasibility of improving the existing and establishing new recreational facilities.

Objective 7 - The City shall develop appropriate coordination mechanisms by 1992 to protect its lakes, wetlands, endangered species, soils, vegetative communities, and other environmentally sensitive areas.

In summary, the Blue Run of Dunnellon Park Management Plan is consistent with the Dunnellon Comprehensive Plan and will be a major step in protecting the Rainbow River, its forest corridor, and the wildlife resources that depend on the habitat it provides for their survival. We know that when implemented, the Management Plan will provide recreation to thousands of visitors and economic benefit to the City of Dunnellon.

The Dunnellon Planning Commission wishes to thank the Florida Communities Trust for their assistance through the grant application and Management Plan process, and especially for the grant award. We look forward to seeing our long term goal becoming a reality and welcoming you to the Blue Run of Dunnellon Park.

Sincerely,

DUNNELLON PLANNING COMMISSION

By: _____
Harold A. Horne
Community Development Director

This Instrument Prepared By:
Peter Fodor
The Trust for Public Land
306 North Monroe Street
Tallahassee, Florida 32301

Property Appraiser's Parcel
Identification Number: 3380-1528-00

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made as of the 28th day of March A.D. 2008, between **THE TRUST FOR PUBLIC LAND, a non-profit California corporation**, whose address is 306 N. Monroe St., Tallahassee, FL 32301, Grantor, and the **CITY OF DUNNELLON, FLORIDA**, whose address is 20750 River Drive, Dunnellon, Florida 34431, Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

AFTER RECORDING PLEASE RETURN TO
Timothy A. Burleigh
Post Office Box 550
Dover-Foxcroft, Maine 04426

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Marion County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in that certain Declaration of Restrictive Covenants attached hereto as Exhibit "B" and recorded in the Public Records of Marion County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

Submitted by Louise Kenny 11/21/16 Council Meeting.

Management District who agrees to accept title and manage the Project Site.

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written

approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The following recreational facilities including a picnic pavilion, wildlife observation platform, and access to the Rainbow River via a canoe/kayak launch and tuber take out shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.

3. Interpretive signs or kiosks shall be provided on the project site to educate visitors about the natural environment.

4. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental and resources.

5. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

6. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

7. A prescribed burn plan shall be investigated for the sandhill natural community. A vegetation analysis of the remainder of the project site shall be performed to determine which additional areas need a prescribed burning regime implemented to maintain natural fire-dependent natural communities. If a prescribed burn program is not feasible, the sandhill and other fire-dependent natural communities shall be managed in a way to mimic the effects of fire to maintain the natural community. The development of the prescribed burn program shall be coordinated the Division of Forestry. Fire lines shall be developed between the adjacent developments and the fire-prone communities on the project site.

8. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

9. Exotic vegetation shall be removed from the project site.

10. A significant portion of the upland area on the project shall be planted with native vegetation.

11. A significant portion of the wetland area on the project shall be planted with native vegetation.

12. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the Southwest Florida Water Management District.

13. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. An archaeological survey shall be preformed for any area within the project site proposed for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.

17. A sidewalk cantilevered off of the CR 484 bridge shall be provided to link the project site to adjacent residential neighborhoods and the sidewalk network west of the Rainbow River.

18. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

19. Management of the project site shall be coordinated with management of the adjacent Marjorie Harris Carr Cross Florida Greenway. The City shall coordinate with Marion County to improve the tubing access point and parking area, and to remediate existing erosion problems. This City will also coordinate with the Aquatic Preserve and Southwest Florida Water Management District to restore disturbed areas, create recreational opportunities, and to educate the public.

20. A multi-use nature trail of at least ¼ mile shall be provided on the project site.

21. The development and management of the project site shall be coordinated with the agencies managing the Florida National Scenic Trail, to ensure the project site is managed as part of a linked land-based trail system.

22. The development and management of the project site shall enhance the designated Withlacoochee River (South) Canoe Trail by providing a paddling trail sign, canoe/kayak launch, and restrooms.

23. The development and management of the project site shall be coordinated with the agencies managing conservation lands in the Marjorie Harris Carr Cross Florida Greenway corridor, to ensure the project site is protected and managed as part of an ecological corridor.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida

Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice

from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a

contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Print Name: Amanda L. Roberts

Print Name: Harold A. Horne

CITY OF DUNNELLON, a local government of the State of Florida

By: Fred R. Ward, Mayor

Date: 03/13/2008

Approved as to Form and Legality:
By:
Print Name:

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13 day of March, 2008, by Fred R. Ward on behalf of the Local Government, and who is personally known to me.

WENDY A. JESPERSEN
Comm# DD0742334
Expires 12/16/2011
Florida Notary Assn., Inc

Notary Public
Print Name: Wendy A. Jespersen
Commission No. DD0742334
My Commission Expires: 12/16/2011

DRC\07-022-FF7
3/13/2008

Witness:

Print Name: John T. Sway

Print Name: GAYLE H. BRETT

FLORIDA COMMUNITIES TRUST

By:

Janice Browning, Director, Division of Housing and Community Development

Date: 3/25/08

Approved as to Form and Legality:
By:
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of March, 2008, by **Janice Browning**, Director, Division of Housing and Community Development. She is personally known to me.

Notary Public
Print Name:
Commission No.
My Commission Expires:

GAYLE H. BRETT
MY COMMISSION EXPIRES
October 6, 2010
#DD582495
Bonded Thru
Troy Fain-Insurance 800-385-7019
NOTARY PUBLIC, STATE OF FLORIDA

DRC\07-022-FF7
3/13/2008

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

(Signature of first witness)

(Printed name of first witness)

(Signature of second witness)

(Printed name of second witness)

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

By: _____
W. Dale Allen, Senior Vice President

(CORPORATE SEAL)

THE TRUST FOR PUBLIC LAND INCORPORATED MAY 3 1972 CALIFORNIA

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21 day of March, 2008, by W. Dale Allen, Senior Vice President of **The Trust for Public Land, a non-profit California corporation**, on behalf of said corporation. Such person is personally known to me.

NOTARY PUBLIC

(NOTARY PUBLIC SEAL)

NOTARY PUBLIC STATE OF FLORIDA
Stacy Savoie Gayhart
Commission # DD571623
Expires October 31, 2010
Bonded Thru Fain - Insurance, Inc 800-348-7019

EXHIBIT A TO WARRANTY DEED

The following described property in Marion County, Florida:

Lots 1528, 1529, 1530, 1531, 1532, 1534, 1535, 1536, 1537 and that portion of Lots 1527 and 1533 lying South of State Road No. 484 , TOWN OF DUNNELLON, according to the map or plat thereof, as recorded in Plat Book A, Page 174, of the Public Records of Marion County, Florida, lying East of the Rainbow River.

AND ALSO:

The vacated right-of-way of Marion Avenue and Agnew Avenue lying within the above described property.

AND INCLUDING:

The abandoned right-of-way of the Seaboard Coast Line Railroad lying within the above described property.

This document prepared by:
Kristen L. Coons, Esq.
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

EXHIBIT B TO WARRANTY DEED

FLORIDA COMMUNITIES TRUST
FF7 AWARD #07-022-FF7
FCT Contract # CB-CT-C1-07-F7-J1-022
BLUE RUN OF DUNNELLON PARK

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF DUNNELLON, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Marion County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental

* permitting still required.

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 06/12/2008 12:16:40 PM
FILE #: 2008060619 OR BK 05050 PGS 1980-1986

RECORDING FEES 61.00

City of Dunnellon
JUN 17 2008
RECEIVED

City of Dunnellon
MAR 2 2008
RECEIVED

DEED DOC TAX 0.70

RECORD AND RETURN TO:
CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431-6744

PERPETUAL CONSERVATION EASEMENT

THIS PERPETUAL CONSERVATION EASEMENT ("Conservation Easement") is given this 18th day of March, 2008, by the **City of Dunnellon**, Florida, a municipal corporation ("City"), with its principal office located at 20750 River Drive, Dunnellon (hereinafter referred to as "Grantor"), to **Marion County**, a political subdivision of the State of Florida, with its principal office located at 601 SE 25th Avenue, Ocala, Florida (hereinafter referred to as "Grantee"). As used herein, the term Grantor shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assign of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Marion County, Florida, and more specifically described in Schedule "A" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Grantee desires to obtain a perpetual access and conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, with respect to the Property; and

WHEREAS, the Grantor desires to grant and secure to the Grantee a perpetual conservation easement for water based resource recreation and/or other recreation programs without charge to the Grantee; and

WHEREAS, Grantor has acquired the property with partial funding from the Florida Communities Trust (FCT), and the Property is subject to certain limitations provided in the FCT Grant Award Agreement a/k/a the Declaration of Restrictive Covenants (as recorded in OR Book 0501 Page ___ in MARION County)(the *Agreement,*) and Pgs.1659-1661

WHEREAS, as part and condition of the FCT funding, the City provided and FCT approved a Management Plan for the project site, and together with the Agreement, the terms of which are hereby incorporated herein by reference; and

WHEREAS, Grantor intends that the conservation and recreation values of the Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, all activities by the Grantor and Grantee shall be consistent with the Agreement and Management Plan.

Submitted by Louise Kenny 11/21/16 Council Meeting.

NOW, THEREFORE, for good and valuable consideration, received by Grantor from Grantee, the adequacy and receipt of which are hereby acknowledged, Grantor hereby conveys, grants, creates, secures and establishes a perpetual access/conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, which are hereby incorporated herein by reference, for the benefit of and in favor of the Grantee with respect to the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever, in accordance with the following terms, conditions and provisions:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. It is the purpose of this Conservation Easement to restore and retain land or water areas in their natural, vegetative, hydrologic, scenic, open or wooded condition; to restore and retain such areas as suitable habitat for fish, plants or wildlife; and to allow for appropriate passive recreation opportunities for the public. To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Property at all times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. The following activities are prohibited in or on the Property, except in accordance with the Management Plan, a copy of which is attached hereto as Schedule "B", together with any amendments thereof which may be approved by both Grantee and Grantor, and the Florida Communities Trust from time to time (the "Management Plan"):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for maintenance roads;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic/invasive vegetation;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other substance or material, except in accordance with a Grantee approved management plan;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition, provided, however, that nothing herein shall prohibit Grantor from conducting any permitted wetland mitigation or species relocation activities on the Property;

f. Activities detrimental to drainage, flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, or fish and wildlife habitat preservation, or allied purposes, including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Dairy operation of any type.

i. Acts or uses within Grantee's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical, architectural, archaeological, or cultural significance.

4. Passive Recreational Facilities. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and that are not inconsistent with the intent and purpose of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be permitted upon written approval by the Grantee, except such written approval shall not be required for uses that are in accordance with the FCT approved Management Plan.

a. The Grantor may conduct limited land clearing for the purpose of constructing such facilities as are provided in the FCT approved Management Plan.

b. The construction and use of the approved passive recreational facilities shall be subject to the following conditions:

i. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or upland buffer areas within the Property and shall avoid materially diverting the direction of the natural surface water flow in such area;

ii. Such facilities and improvements shall be constructed and maintained utilizing Best Management Practices;

iii. Adequate containers for litter disposal shall be situated adjacent to such facilities and improvements and periodic inspections shall be instituted by the maintenance entity, to clean any liter from the area surrounding the facilities and improvements;

iv. This Conservation Easement shall not constitute permit authorization for the construction and operation of the passive recreational facilities. Any such work shall be subject to all applicable federal, state, Grantee or local permitting requirements.

5. Hazardous Materials/Pollutants: For purposes of this Conservation Easement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" and/or "Disposed" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants in reportable quantities or prohibited amounts. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction. Neither the Grantor, nor its agents, licensees or invitees, shall cause the Disposal of any Pollutants upon the Property. Grantor shall operate and occupy the Property in compliance with all Environmental Laws. Any Disposal of such materials, whether caused by Grantor or any other third party, shall be reported to the Grantee immediately upon the knowledge thereof by the Grantor. The Grantor shall be solely responsible for the entire cost of cleanup of any Pollutants which are disposed of or are otherwise discovered on the Property or emanate from the Property to adjacent lands as a result of the use of the Property or surrounding lands by the Grantor, or its agents, licensees or invitees. While this paragraph establishes contractual liability for the Grantor regarding pollution of the Property as provided herein, it does not alter or diminish any statutory or common law liability of the Grantor for such pollution. Notwithstanding anything contained herein to the contrary, nothing contained herein is intended to be construed as a waiver by Grantor of the limitations of its sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

6. Grantor shall maintain the property in as **exotic-free a condition** as practicable.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this Conservation Easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or public entity qualified to hold such interests under the applicable state laws.

10. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby.

11. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

12. The terms, conditions, restrictions, provisions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement.

13. This Conservation Easement may only be amended, altered, released or revoked by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, subject to approval by the Florida Community Trust, which agreement shall be filed in the public records in Marion County, Florida.

14. All the terms and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD this Perpetual Conservation Easement the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the use, benefit and behoof of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand and seal as of this date and year first above written.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida

By: Charlie Stone
Charlie Stone, Chairman

Attest:

David R. Ellspermann, Clerk

Approved as to form and correctness:

By: 3/18/08
County Attorney Date

Reviewed and Approved by:

Ken Reecy, Community Program Manager
Florida Community Trust

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 18th day of March, 2008, by Charlie Stone, as Chairman of the Marion County Board of County Commissioners, on behalf thereof. He is personally known to me.

Cindy D. Bonvissuto
Notary Public, State of Florida
Print Name:

My Commission Expires:

CINDY D. BONVISSUTO
MY COMMISSION EXPIRES
February 17, 2012
#DD 750832
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

CITY OF DUNNELLON, FLORIDA, a municipal corporation of the State of Florida

Attest:

Dawne Bowne, City Clerk 3-6-08

By:
Fred Ward, Mayor

Date: 3.06.08

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of March, 2008, by Fred Ward, as Mayor of City of Dunnellon, on behalf thereof, who is personally known to me.

Wendy A. Jespersen
Notary Public, State of Florida
Print Name: Wendy A. Jespersen

WENDY A. JESPERSEN
Comm# DD0742334
Expires 12/16/2011
Florida Notary Assn., Inc

My Commission Expires: 12/16/2011

Legal form approved by:

By: _____
City Attorney

Date: 3-21-08

SCHEDULE A

The following described property in Marion County, Florida:

Lots 1528, 1529, 1530, 1531, 1532, 1534, 1535, 1536, 1537 and that portion of Lots 1527 and 1533 lying South of State Road No. 484 , TOWN OF DUNNELLON, according to the map or plat thereof, as recorded in Plat Book A, Page 174, of the Public Records of Marion County, Florida, lying East of the Rainbow River.

AND ALSO:

The vacated right-of-way of Marion Avenue and Agnew Avenue lying within the above described property.

AND INCLUDING:

The abandoned right-of-way of the Seaboard Coast Line Railroad lying within the above described property.

CITY OF DUNNELLON

20750 RIVER DRIVE DUNNELLON, FLORIDA 33431
(352) 465-8500 FAX (352) 465-8505

November 21, 2016

Carl Zalak, III
Chairman
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Larry Steed
Park Manager
Rainbow Springs State Park
19158 SW 81st Place Road
Dunnellon, FL 34432

Chairman Zalak and Mr. Steed,

Please find enclosed home owner association letters representing thousands of households from communities located along the Rainbow River corridor and from Rainbow River Conservation, Inc. Though most of these folks do not live along the river, they care deeply about its protection and preservation. And, they expect their public officials and public agencies to protect their interests regarding the river, as well as their quality of life.

We fully understand that everyone should have access to public resources, like the premier Rainbow River. However, we also understand that unlimited public access to a finite resource is detrimental to that resource, and therefore public access needs to be managed.

We know that the County's KP Hole Park, Blue Run Park and Rainbow River State Park control the majority of public access to the river corridor. How we manage this dominance of public access is critical to properly protecting the river, and for providing a socially acceptable experience for all recreational users along the river corridor.

The current business models of KP Hole Park and Rainbow River State Park appear to allow for unlimited tuber access to the river for a fee. Based on these business models, this past season along the Rainbow River had a "spring break" atmosphere every weekend. Unlimited tubing along the river corridor overwhelmed every other type of river recreational use, and quite often resulted in a detrimental experience for many recreational users.

In addition, this excessive volume of tuber activity creates public safety issues and public nuisance issues. The Rainbow River communities of Dunnellon, Blue Cove, Rio Vista, Sateke Village and Rainbow Springs do not want the type of tourism that overwhelms the river on summer weekends and holidays. We do not want this premier, outstanding waterway degraded in this manner.

Revenues from these parks should solely support the resource, and enhance the specific parks where the revenue is generated. The Rainbow River should not be used as a "cash cow" to fund better experiences at other parks, while the public experience on this river is a quagmire of congestion, on the river and in our local communities.

The current business models for each park needs to incorporate a “best practices”, eco-tourism model for their park and the river as a whole; A business model that puts the preservation and needs of the Rainbow River first and one that allows all river users a socially acceptable experience along the entire river corridor.

The Rainbow River communities want unified ordinances, unified rules and regulations, and unified law enforcement along the entire river corridor. Our publicly supported parks should reflect these views and provide for them.

This should not be a dispute between various points of view regarding “capacities”. The City, Marion County and the State should cooperate to learn; what is the right balance of socially acceptable outdoor experiences along the river? Revenues from the public tuber operations should support independent, professional studies that can determine a reasonable river carrying capacity, a facility capacity analysis for each park and a social carrying capacity that speaks to the quality of the outdoor experience along the entire Rainbow River.

The Goals of each park management plan should include:

- Promote the protection and preservation of the Rainbow River
- Provide a safe and secure environment along the river corridor
- Provide a quality social experience for all types of recreational users

The management plans of each park should be organized to accomplish the following objectives:

- Establish facility processes that balance the use for all activities, and to preclude one activity from overwhelming other activities
- Ensure that each park facility manages all recreation activities to the capacity levels for which they are safely capable of providing
- Provide for periodic facility, social and physical capacity studies for each park, and the Rainbow River; to ensure effective levels of total recreational use, while preserving and protecting the river resources

The City will be updating our operating plan for Blue Run Park to accomplish these goals and objectives. We encourage you to work along with us through the Blue Run Park Advisory Council to provide the quality experience that every resident and visitor deserves, and adopt this management approach.

In summary, the City, County and State Park systems should want the same things that their constituents want, and should work towards providing a management plan that will accomplish the following:

Ensure that every recreational user enjoys their experience all along the river corridor in a safe environment, without interference, while appreciating the natural beauty and the wildlife that is part of the Rainbow River. And, support a community that enjoys the quality of life that comes from living in a natural environment, and protect the natural resources that provide for these outdoor experiences.

So, let's agree that we will work together, and do what it takes to find out what the appropriate capacities should be, and then agree to manage to those capacities. We look forward to a positive response, and stand ready to partner with you to accomplish what the river, and the public deserve.

Thank you.

Sincerely,

Walter Green
Mayor, City of Dunnellon

Cc:

Billy Woods, Sheriff, Marion County Sheriff's Office
Mike McQuaig, Chief, City of Dunnellon Police Department
DEP / Aquatic Preserve
Shannon Wright, Regional Director, Fish and Wildlife Conservation Commission
Jennifer Carver, Florida Communities Trust
Southwest Florida Water Management District
State Representative Charlie Stone
State Representative Stan McClain
Pat Gabriel, Chair, Marion County Parks and Recreation Advisory Council

Villages of Rainbow Springs
Property Owners Association

October 2, 2016

Councilman Rick Hancock
Dunnellon City Council

At their Regular meeting September 20, 2016 the Board of Directors of the Rainbow Springs Property Owners Association discussed conditions on the Rainbow River. As you may know this community of approximately 6000 residents has small park on the west side of the river just south of the State Park. Some of our residents frequent this park for picnics, swimming, and launching of kayaks and, all too often, encounter non-residents attempting to enter our park to use our private facilities. This is a common complaint we hear from other private property owners along the river.

We also hear complaints from our residents about many pontoon boats and commercial dive operations parking offshore from our park and uprooting the river vegetation during their activities. Evidence of that can be seen in the large mats of grass floating down the river later in the day.

We also hear the complaints of our kayakers about the growing use of the Rainbow River and the disrespectful crowd of tubers as they ply the river, particularly on summer weekends and holidays. The kayakers usually avoid this river during these busy days because of the party atmosphere and interference with navigation on the river.

We also have several residents of our community who have volunteered to man the sheriff's river watch boat Since they are not allowed to monitor any of the behavior on the river, and are frustrated witnessing many violations of rules and safe practices on the water with no police backup, they are mostly choosing not to be on the river at the busiest times.

Clearly, there are far too many recreationists on the river, particularly with the great masses of tubers during the summer. The RSPOA Board feels that the Rainbow River is being abused and that some authorities need to show more responsibility for setting rules and limiting activities that are harmful to this great natural asset. We encourage your pursuit of a solution before it is too late.

Yours sincerely,

Burt Eno

Burt Eno, President
Rainbow Springs Property Owners Association, Inc.

Rick Hancock
Dunnellon City Council

Councilman Hancock,

Families residing in Blue Cove appreciate all efforts by the city and other public agencies to improve the quality of life in our neighborhoods and along the Rainbow River. This starts with better management of the level of recreational activity occurring on our beautiful river.

The members of the Blue Cove Home Owners Association, representing more than one-hundred households strongly support all efforts to gain control over the excessive tuber traffic on the Rainbow River during the spring and summer seasons.

Though everyone should have access to public resources, the Rainbow River is a finite and fragile resource, and therefore careful management of the numbers of users at any one time is critical. Additionally, everyone using the river should have a socially acceptable experience of enjoyment for their particular use. This cannot happen when one form of use (tubing) overwhelms all other uses, to the detriment of all users.

The overwhelming volume of tubing creates public safety issues, and public nuisance issues along the river corridor and in Dunnellon, particularly at Blue Run Park. We do not want our outstanding waterway degraded in this manner, nor our neighborhoods, town, and park.

Please coordinate with all public agencies to unify ordinances, enforce the rules and regulations, and work together to improve the overall river experience for all users by limiting activities to a manageable level.

On behalf of the Blue Cove Homeowners Association, thank you for all efforts to responsibly manage the river uses and protect our premier river resource.

Thank you

Jim Petersen
President,
Blue Cove Home Owners Association

Rainbow River Conservation

www.rainbowriverconservation.com

October 2, 2016

Councilman Rick Hancock
Dunnellon City Council

Thank you for your observation of conditions on the Rainbow River and your expressed desire to open lines of communication with all entities that should be involved in a cooperative effort to protect the river and develop a suitable recreation management plan. As you know, Rainbow River Conservation, Inc. has long been a watchdog over the river and has sought to not only protect the ecology of the river but also to bring about improvements to allow humankind to passively enjoy the beauty and serenity of the river.

In 2006 RRC derived the Rainbow River Corridor Project, a proposal to the Florida Forever Program, to acquire remaining parcels of land along the east shore of the river to preserve them and protect the river. The first such acquisition was the 32 acre parcel now known as the Blue Run Park of Dunnellon. The Florida Communities Trust contributed $2.9 million, the county provided the 10% match, and RRC wrote the proposal and management plan. RRC subsequently acquired a SWFWMD grant with an in-kind match to improve the parking lot and alleviate direct storm water runoff to the river. RRC assisted the city with other improvements in the park and, along the way, assisted with writing the River Protection Ordinance and the Tree Ordinance.

Unfortunately, what was to be a passive park and river access consistent with the FCT Management Plan has now turned into a carnival of commercial use with little concern for the resource. Many thousands of tubers during the summer are allowed to enter the river at KP Hole and the State Park. Very few of these tubers actually come to enjoy the serenity and beauty of the river and its surroundings. They dominate the river and force diversion of other water craft into shallow areas where they tear up the natural vegetation and scare off the wildlife. Although KP Hole and the State Park have limits on parking there are no limits on the number of tubers or other craft and off-site vendors are popping up all over to get a piece of the dollar pie. The congestion at Blue Run Park is outrageous.

There is no management plan for traffic on the river. There is inconsistency in city and county ordinances applicable to the river and there is effectively no enforcement of these ordinances or navigational rules. No single agency seems to be in charge and sheer havoc is the result. Clearly, there needs to be cooperation between governing agencies and there needs to be an enforceable management plan for recreation on the river. At their meeting of September 19, 2016 the RRC Board of Directors discussed this matter and declared their support of your initiative and stated their readiness to help.

Yours sincerely,

Burt

Burt Eno, President
Rainbow River Conservation, Inc.

P.O. Box 729 • Dunnellon, Florida 34430
A Guidestar "Gold" Not-for-Profit Organization

Councilman Rick Hancock
Dunnellon City Council

Thank you for inviting Sateke Village to be a part of the discussion regarding the impact of commercial use on the Rainbow River.

Sateke Village is home to approximately fifty families located along the east side of the Rainbow River. The state parks tubing entrance along SW 180th Ave. Rd. is approximately a half-mile south of the Sateke Village entrance. Road traffic is a great concern to our residents. During peak times of the state park shuttle business, more vehicles than the state park facility can handle congest SW 180th Ave. Rd. Sometimes law enforcement is called out to observe the traffic, but even so, it has become increasingly difficult for Sateke Village residents to enter our own neighborhood. This is a 55 mph zone with too many cars for road safety- an accident waiting to happen.

One way to control the volume of traffic showing up at the tuber entrance is to require reservations made by tubers either by phone or online; a system the state parks use for camping already. Another idea is to move the existing tollbooth further in to get vehicles off of SW 180th Ave. Rd.

Often people travel a long distance to float the river, and when they are turned away due to full capacity, they seek river access in our neighborhood, often parking in front of homes and walking past our Private Property signs to access the river. Many of these people are irritated with the long wait time at the state park and on occasion they are belligerent to our residents when asked to leave. To remedy this problem the state park should provide Sateke Village with appropriate signage so the traffic can be made aware that our neighborhood does NOT provide public river access or parking.

Over the years, our Sateke Village residents have noticed an increase in traffic on the river every spring/summer. With the increase of human traffic on the river, there is an increase in trespassing on all of the private residences along the way. We have also noticed that laws for the river are no longer enforced, and we witness people drinking and eating from disposable containers that they then discard in the river. One of our residents did a turbidity study comparing the water turbidity during peak use and non-peak use, and found the turbidity was negatively impacted by higher human traffic on the river. Between floaters and boaters the water quality is threatened. Again, the combination of too many floaters and boaters is an accident waiting to happen.

We appreciate any efforts to reduce and manage the traffic along the river and the roads. We would be willing to be a partner in figuring out ways to improve the quality of recreational river use for all of us.

Sincerely,
Sateke Village HOA

CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING
UTILITY ADVISORY BOARD IN ATTENDANCE

DATE: November 30, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Mayor Green called the meeting to order at approximately 5:35 p.m. and led the Council in the Pledge of Allegiance. He asked if a citizen would volunteer to open with prayer. There was none. Mayor Green called for a moment of silence.

ROLL CALL
The following members answered present at roll call:
Walter Green, Mayor, Seat 1
Larry Winkler, Councilman, Seat 2
Valerie Hanchar, Councilwoman, Seat 4
Richard Hancock, Vice-Mayor, Seat 5

COUNCIL ABSENT
Chuck Dillon, Councilman, Seat 3

STAFF PRESENT
Dawn Bowne, Interim City Manager/City Clerk
Jan Smith, Finance Officer
Lynn Wyland, Staff Assistant
Richard Grabbe, Utility Supervisor
Anthony Santacross, Public Services Supervisor
Lewis Bryant, Kimley-Horn
Fred Fox, Fred Fox Enterprises

LEGAL COUNSEL
Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION
Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Wednesday, November 23, 2016. She said the agenda was modified on November 29, 2016 to add the Program Overview and modified Project Cost Summary in Item #1.

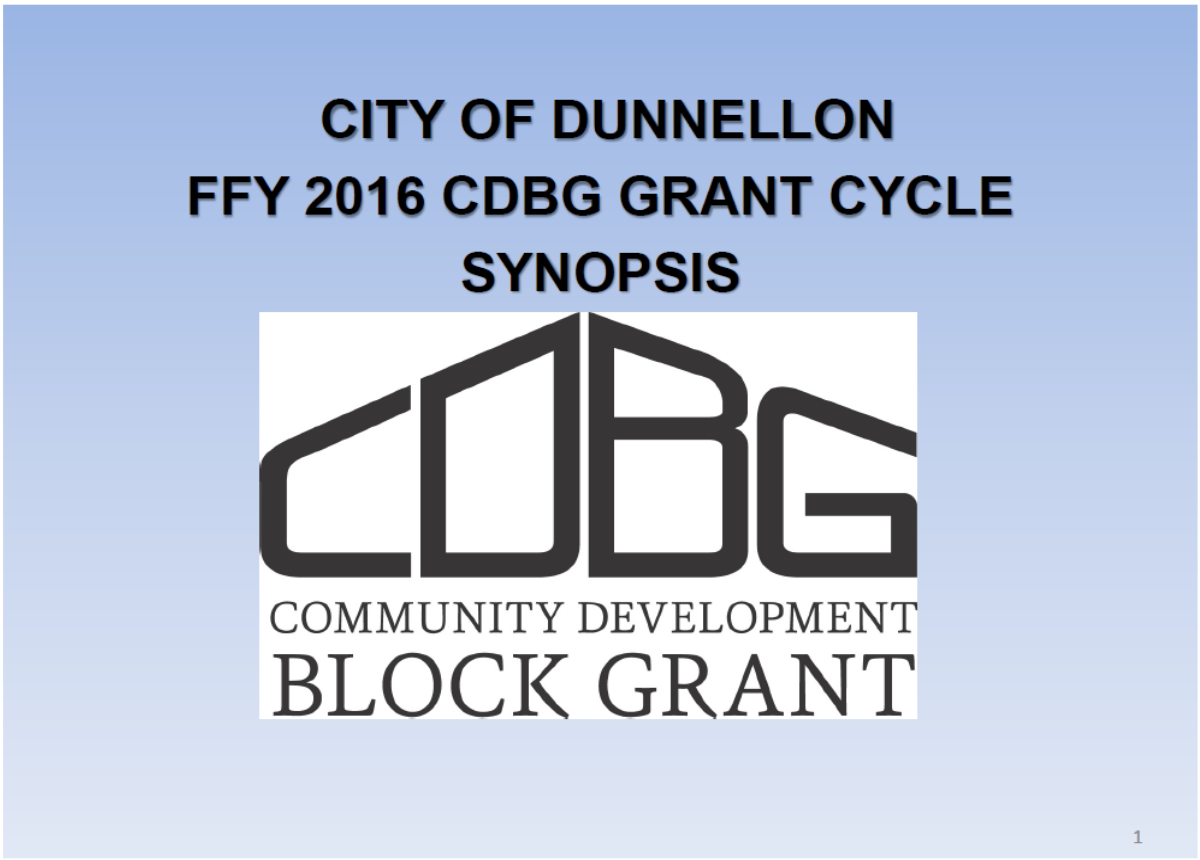
Council Comments Regarding Agenda
There were none.

REGULAR AGENDA

AGENDA ITEM NO. 1 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT PRESENTATION – FRED FOX ENTERPRISES & LEWIS BRYANT WITH KIMLEY-HORN

Mrs. Bowne explained Fred Fox made a previous presentation before Council to determine if there was an interest in the City pursuing a Community Development Block Grant. She said since then, staff has worked with Mr. Fox and Mr. Bryant to identify some projects that would be eligible. She said due to the uncertainty about the future of the City's utility system, their primary focus was on road paving projects. She stated Council is not obligated to decide on a specific project tonight, but she wanted them to be aware of staff's recommendations that would be discussed with the CAFT, and provide an opportunity for Council input.

Mr. Fox reviewed the following PowerPoint presentation.



City of Dunnellon
Community Development Block Grant (CDBG)
Application Process

Maximum CDBG Grant Amount: $ 650,000.00

CDBG Categories:

1. Housing Rehabilitation – Rehab/replacement of owner occupied Low to Moderate Income (LMI) homes.

2. Commercial Revitalization – Streetscape, Building Façade work, etc. to the Downtown Commercial Area. City Wide/Service Area needs to be a minimum of 51% LMI. The City of Dunnellon is 45.81% LMI by Census.

3. Neighborhood Revitalization- Infrastructure items in residential LMI areas. Examples – water line repair/replacement, sewer line repair/replacement, water system improvements, sewer system improvements, paving, drainage, community center, etc. Beneficiaries must be at minimum 51% LMI in each Service Area to meet Application Threshold Requirements

4. Economic Development – Provide infrastructure on City easement/property to a new business or expansion of existing business. Business must create new long term jobs and be included as the developer in the application. Can apply for up to $1,500,000.00 under this category only

2

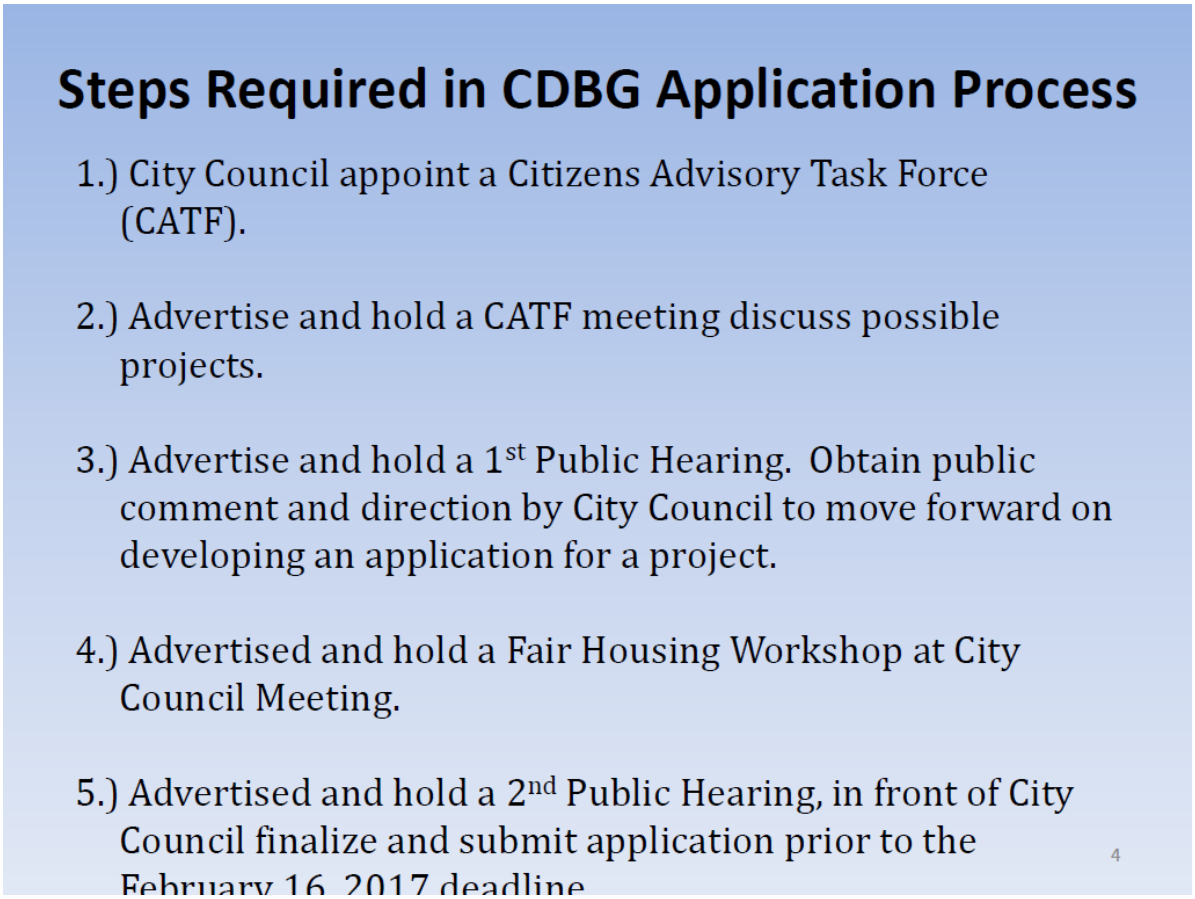
Additional Points in Application:

- **Leverage Points:**
  Each $ 1,000.00 of leverage results in 1 extra point in final score of the application. Maximum of 25 points or $ 25,000.00. Local community can exceed $25,000.00 towards projects but will not receive additional points for leverage over the 25 point maximum.

- **Neighborhood Revitalization and Commercial Revitalization Projects Only:**
  Engineer stamped construction plans and specifications submitted with the application by the application deadline will receive an additional 100 points for being shovel ready. All permits must be submitted for prior to application submittal to obtain these points.

- Local Government will not be reimbursed for shovel ready design cost with CDBG funds, even if application is funded.

3



Mr. Fox explained the required steps in the application process. He stated after the public hearing scheduled for Wednesday, December 7, 2016, Council can formally select a project to proceed with. He stated DEO is adamant in obtaining public input from both the CATF and the public before a formal decision is made on the proposed project. He stated once a project is decided upon, he will conduct a door to door survey/poll to determine the minimum requirement of "Low to Moderate Income" (LMI) homes.

Mrs. Bowne acknowledged the UAB members in attendance. They are as follows: Hugh Lochrane, Chair, Tom Brady, Burt Eno and Jim Hicklin.

There was much discussion and Mr. Fox answered Council questions regarding the grant and project options. Mrs. Bowne explained if the City applies for the grant and it is not awarded, the City would be eligible to apply next year and still receive the points.

Mrs. Bowne introduced Lewis Bryant of Kimley-Horn, and said he will provide more detail regarding the infrastructure associated with the proposed project options.

Mr. Bryant briefly reviewed the "5-Year Capital Improvements Schedule" and stated most of the projects on the schedule are utility related. He explained he intentionally avoided these projects pending the uncertain future of the utility system. He proceeded to explain the two primary options that have been identified: *Option 1* - Pave Dunnellon Heights, and

Option 2 - Repave Existing Downtown Roadways. He explained how the costs were determined for "Option 1" and Council engaged in discussion with Mr. Bryant and Mr. Fox.

Mrs. Bowne said the reason they chose Dunnellon Heights as an option is because the utilities have already been installed.

Mrs. Smith reviewed the proposed project's funding for *"Option 1"* and stated the City's portion would be approximately $346,938.00.

Mrs. Bowne explained the process for applying for the grant and said one of the requirements is that Council hears the CATF committee's recommendations. She said all input will be presented to Council during the public hearing and then Council will make a final decision. She said a special council meeting will be held prior to the workshop on December 7, 2016. She said in order to meet the deadline; Council will have to make a decision on whether to apply for the grant, and what kind of project to apply for.

Vice-Mayor Hancock stated from what he understands, these are not the only two options. He said we can comingle options, and determine which option provides the greater gift. He stated he believes *"Option 2"* is something to consider comingling with another option. Mrs. Bowne stated the options are in no particular order and are just some thoughts. She stated there are a number of scenarios that can be analyzed.

Mr. Bryant reviewed *"Option 2" - Repaving the Existing Downtown Roadways*. He said staff compared this list of roads to the Capital Improvements list and identified some water line replacements that should be completed at the same time. He discussed the requirement of having low to moderate income (LTM) occupants on these streets to qualify. He said another project could be added that is not within the Capital Improvement Budget, or the grant funds could be used of offset Capital Improvement expenses.

Mr. Lochrane, UAB Chair, said the streets that are identified for waterline replacement are low priority, and if using bond proceeds to fund the project, we should start at the top of the list and work our way down. He said this particular project uses $300,000 from bond proceeds reserve.

Mrs. Bowne explained staff identified streets that are in terrible condition that the City receives the most of complaints about. She said if we improve the roads, we would want to utilize the opportunity to upgrade the utilities underneath them. She stated that is the only reason the utility projects were considered.

Mr. Lochrane stated the utility aspect of this is over 50% of the funding, and it's not only a roads project; now it's a utility project.

Mr. Bryant said staff tried to identify roads that needed repair within low to moderate income areas. He explained they first looked at the roads, and went back and added utilities.

Council and staff engaged in lengthy discussion with Anthony Santacross, Public Services Supervisor and asked several questions regarding the roads. Mr. Santacross answered their questions and explained how he ranks the City's streets and their condition.

Vice-Mayor Hancock asked if the CATF committee will have to create the other options to be considered.

Mr. Fox stated Council is basically giving them the opportunity to identify projects they would like to see completed. He said the CATF's recommendations will be presented to Council at the public hearing. Mr. Fox said it would be up to Council to consider the recommendations, but Council is not obligated to accept the same.

Richard Grabbe, Utility Supervisor, spoke to the repaving of the roads and stated anything underneath the road such as the water lines, manholes, water valves and boxes should be addressed at the same time to prevent digging up a brand new road. He stated if you are not going to replace the water lines, leave the roads the way they are because it's easier for him to patch.

Council and staff engaged in lengthy discussion with Mr. Fox about the grant.

Vice-Mayor Hancock moved to authorize staff to proceed with the FY2016 Small Cities CDBG application development process. Councilwoman Hanchar seconded the motion.

Mayor Green called for further discussion. Mr. Lochrane questioned the $300,000 funding from the Water Fund Bond Proceeds Reserve from this year's budget.

Council and staff engaged in brief discussion with Mr. Fox and Mrs. Smith regarding the funding. Mr. Fox explained the application is due by February 2017, and typically the Notice to Proceed with construction would be in February 2018.

The vote was taken and the vote was 4-0.

AGENDA ITEM NO. 2 – UTILITY MASTER PLAN PRESENTATION – LEWIS BRYANT WITH KIMLEY-HORN

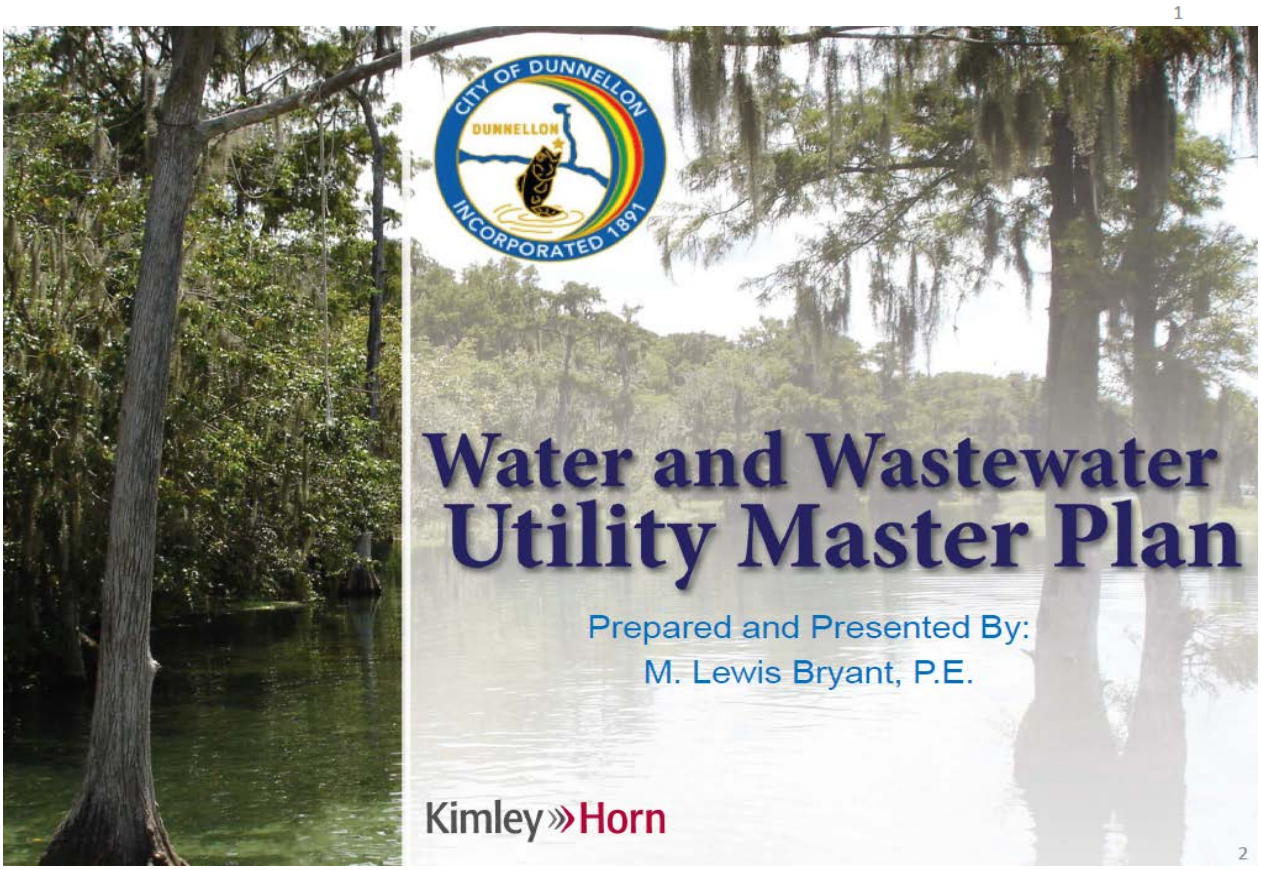
Mr. Bryant stated the City owns and operates a municipal water and utility enterprise that operates on an enterprise fund with the intent to be self-sustained and not a revenue source. He explained the enterprise will not ask city residents who are not served by the utilities to use tax money to pay for something they are not going to benefit from. He stated the enterprise pays for itself through connection and impact fees and should be reviewed and updated frequently.

Mr. Bryant reviewed the following PowerPoint presentation and general overview of the 2012 Utility Master Plan:

City of Dunnellon Water / Wastewater Utility

- The City of Dunnellon owns and operates a municipal water/wastewater utility enterprise.
- The City's utility enterprise fund is a separate accounting and financial reporting mechanism for municipal or county services for which a fee is charged in exchange for goods or services, such as a public-owned water and wastewater utility. (Florida Rural Water Association)
- The City's Utility Service Area was established by City Code of Ordinance Section 70-321 as permitted by Florida Statute Chapter 180.
- Per the City Code, the intent of the City is to:

"... ensure that the health, safety, and welfare of the occupants, visitors and residents of the City potable water system, and the environment in general, are protected by the establishment of an extraterritorial water and wastewater utility service area and requiring mandatory connection to the City water and wastewater systems when, if and as they become available."



Background

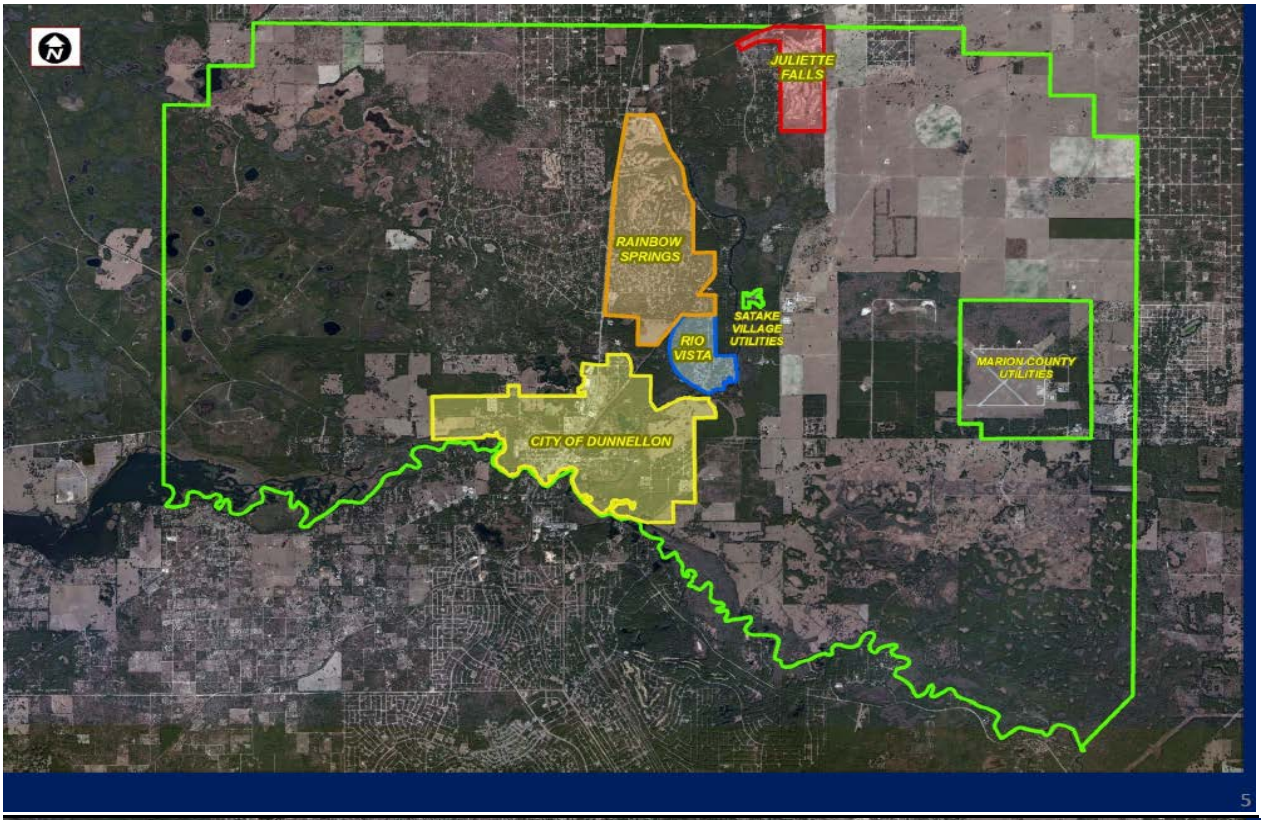
- City has offered utilities since early 1900s.
- Previously provided service within city limits and Chatmire.
- City recently took ownership of:
  - Rio Vista
  - Rainbow Springs
  - Juliette Falls
- Increased customer base from approx. 1,100 to approx. 3,000.

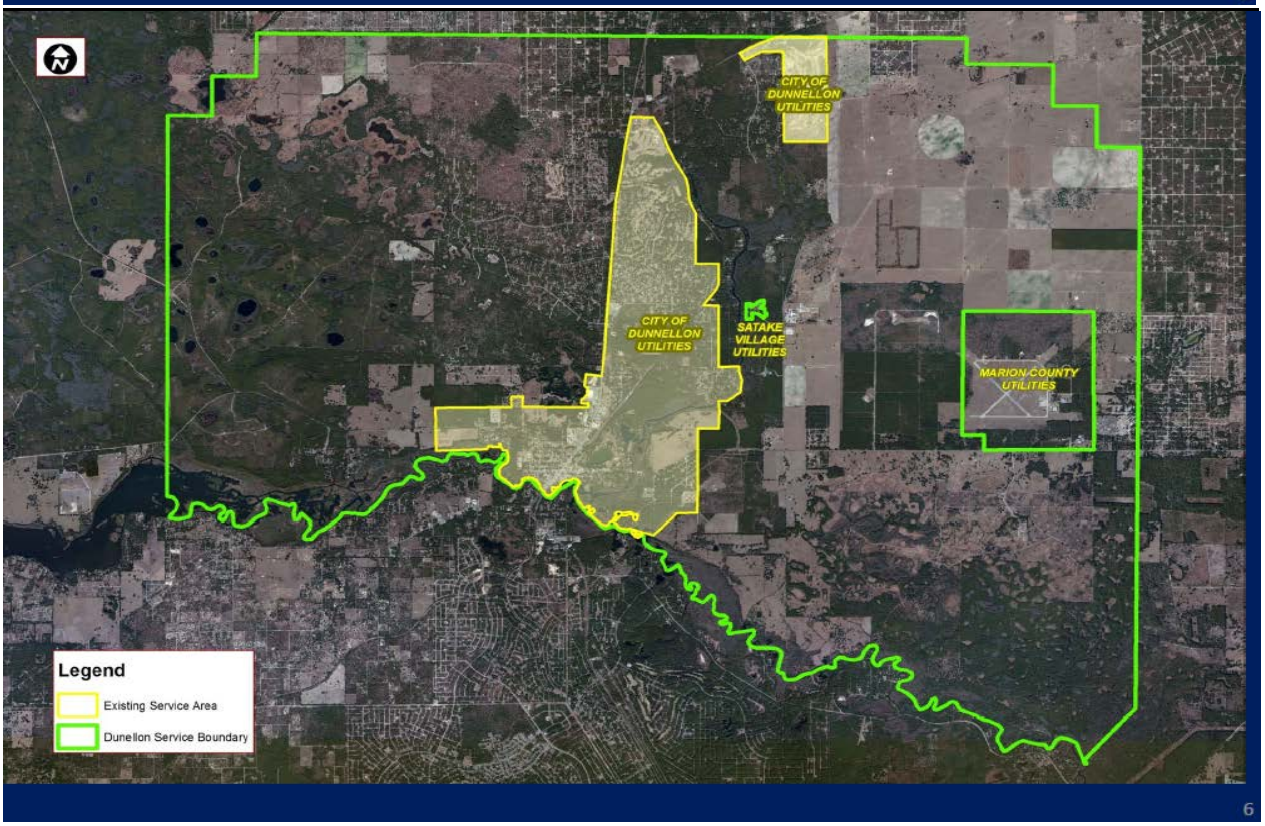
3

Existing City Infrastructure

- 5 Water Treatment Plants (Combined Capacity of 4.533 Million Gallons Per Day).
  - One in City of Dunnellon
  - One in Rainbow Springs
  - Two in Rio Vista
  - One in Juliette Falls
- 4 Wastewater Treatment Plants (Combined Capacity of 0.675 Million Gallons Per Day).
  - One in City of Dunnellon
  - One in Rainbow Springs
  - One in Rio Vista
  - One in Juliette Falls
- 4 water distribution systems consisting of approximately 406,000 feet (76.9 miles) of pipe in total.
- 4 wastewater collection/conveyance systems consisting of approximately 235,000 feet (44.5 miles) of gravity sewer mains and 66,000 feet (12.5 miles) of force mains.
- 955 manholes.
- 37 wastewater lift stations.

4


JULIETTE FALLS
RAINBOW SPRINGS
SATAKE VILLAGE UTILITIES
RIO VISTA
MARION COUNTY UTILITIES
CITY OF DUNNELLON
5


CITY OF DUNNELLON UTILITIES
CITY OF DUNNELLON UTILITIES
SATAKE VILLAGE UTILITIES
MARION COUNTY UTILITIES
Legend
Existing Service Area
Dunellon Service Boundary
6

System Analysis

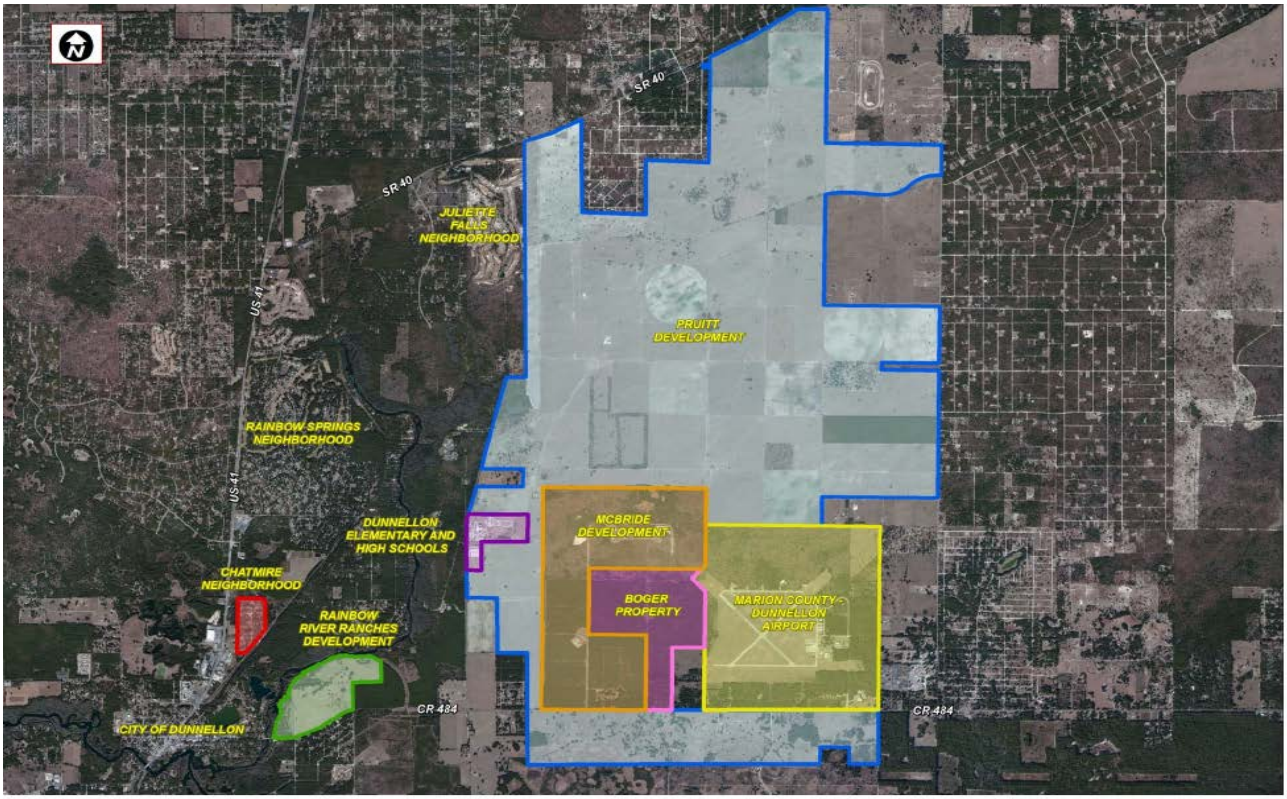
- Separate Analysis of Water and Wastewater Systems.
- Analyzed for current and future demands.
- Future demands were based on population projections.

7

Population Projections

- City desires to have a plan to assess current infrastructure and provide structure for accommodating future growth.
- Infill Growth with City, Rainbow Springs, Rio Vista and Juliette Falls.
- Four Identified Properties that may Develop:
  - Rainbow River Ranches
  - Blue Run Ranches (the McBride Property)
  - Pruitt Property
  - Boger Property

8



9

Permanent Population Projections				
	2012 (Present)	5-year (2017)	10-year (2022)	20-year (2032)
City	1733	1779	1828	1927
Rainbow Springs	2372	2386	2408	2444
Rio Vista	338	342	349	359
Juliette Falls	45	56	72	101
Chatmire Neighborhood	187	190	195	204
Rainbow River Ranches	0	56 (15%)	297 (40%)	557 (75%)
McBride Development	0	0	236 (4%)	884 (15%)
Pruitt Development	0	0	1664 (4%)	6238 (15%)
Boger Property	0	0	120 (4%)	449 (15%)
Total =	4,675	4,809	7,169	13,163

Existing areas to add ~ 400 residents

New Development to add ~ 8100 residents

- Growth in the City, Rainbow Springs, Rio Vista, Juliette Falls, and Chatmire were estimated using SWFWMD model.
- Growth for the developments was based on the development plans and expected zoning.

10

Water System Analysis

- Existing plant capacities sufficient for existing demands.
- Growth will drive need for distribution system improvements.
- Hydraulic Model developed in WaterCAD using GIS water system maps.
- Calibrated using Fire Flow and Pressure Data collected by Engineer and City staff.
- Used model to analyze the existing system and identify deficiencies.

11

Existing System Performance

- Rio Vista
  - Average Pressure – 49.9 psi
  - Minimum Pressure – 42.3 psi
  - No Fire Hydrant Coverage
- Juliette Falls
  - Average Pressure – 68.4 psi
  - Minimum Pressure – 59.9 psi
  - Average Available Fire Flow – 1,500 gpm
  - Minimum Available Fire Flow – 1,500 gpm

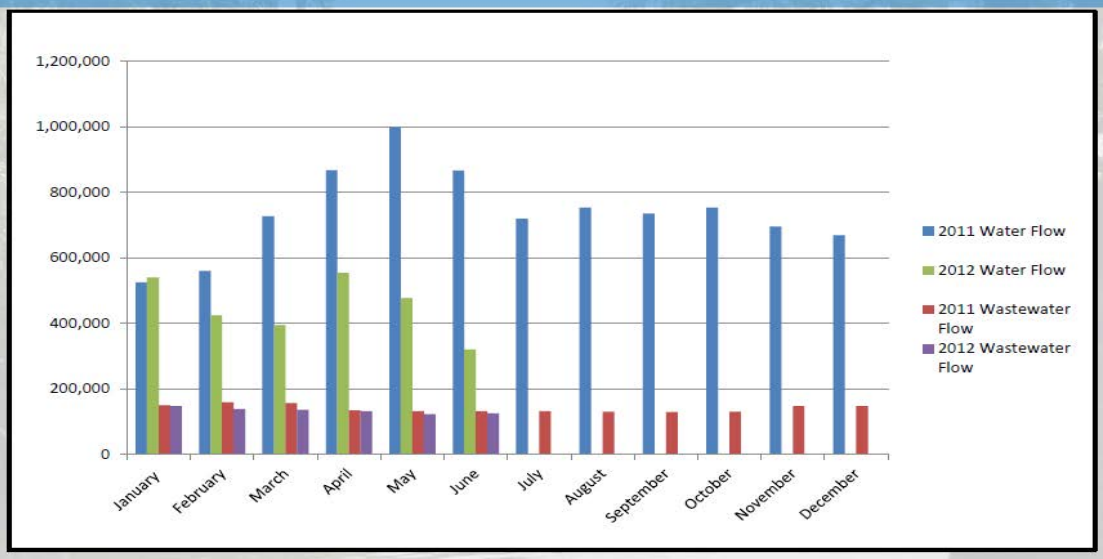
12

Rainbow Springs

- Hydraulic Performance
  - Average Pressure – 57.5 psi
  - Minimum Pressure – 39.1 psi
  - Average Available Fire Flow – 1,107 gpm
  - Minimum Available Fire Flow – 874 gpm
- Limited Hydrant Availability in system.
- Variety of Maintenance Items.
- 40% demand decrease from 2011.

13

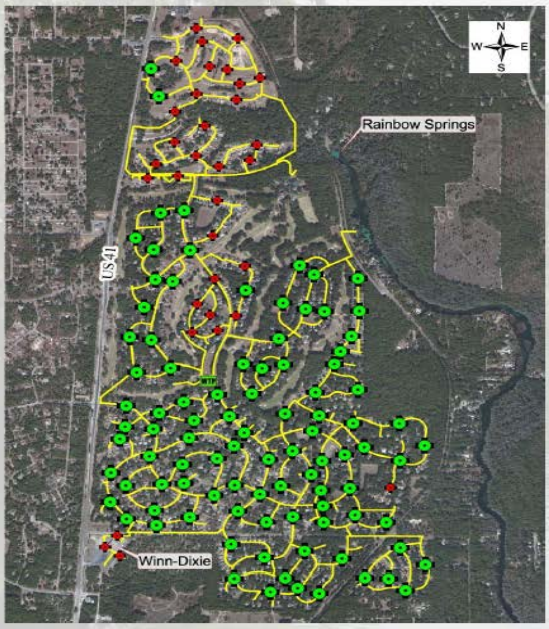
Rainbow Springs Water/Wastewater Use: 2011 vs. 2012



- Overall decline of approximately 40% in water use.
- Wastewater remained relatively constant.

14

Fire Hydrant Needs in Rainbow Springs



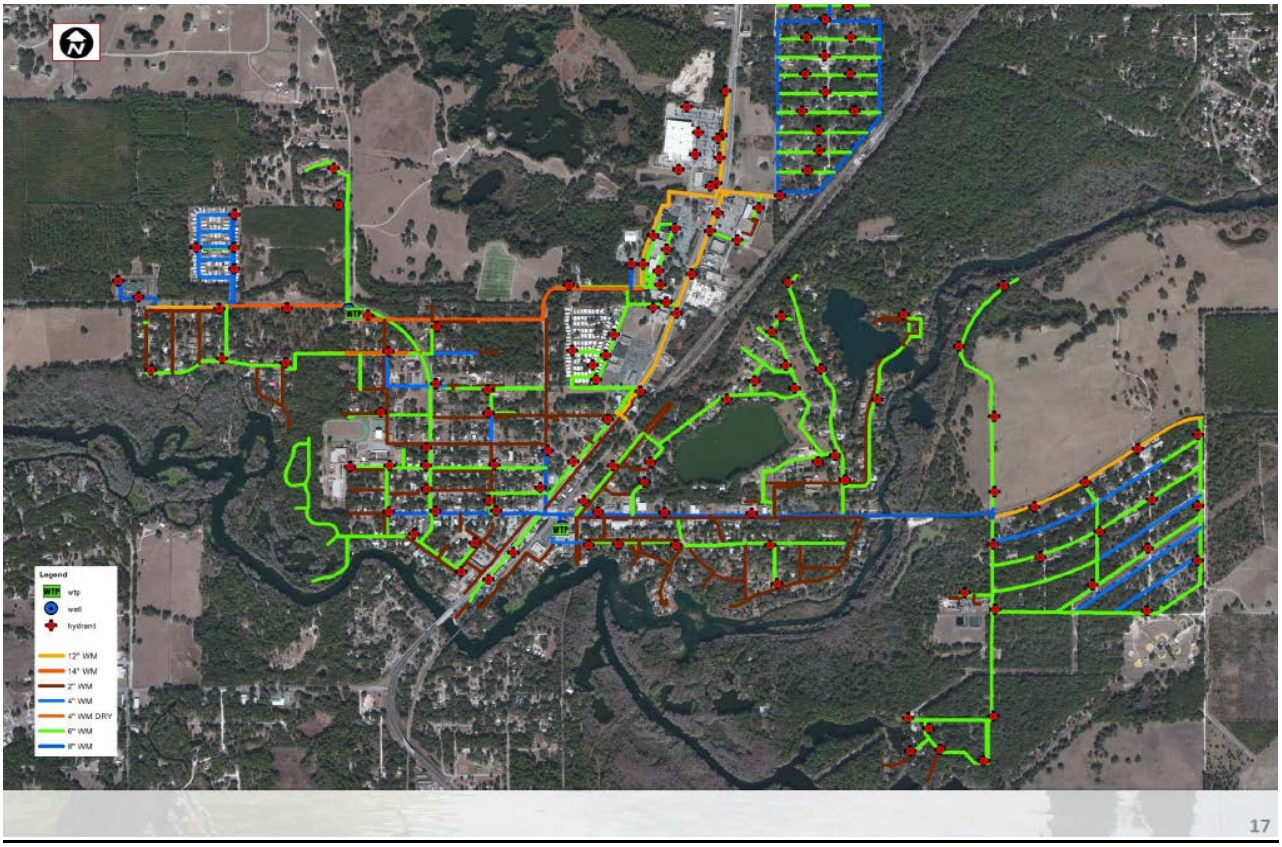
- Need approximately 96 Fire Hydrants.
- 65 can be Installed on Existing Water Mains.
- 31 will Require a Water Main Extension or Replacement.

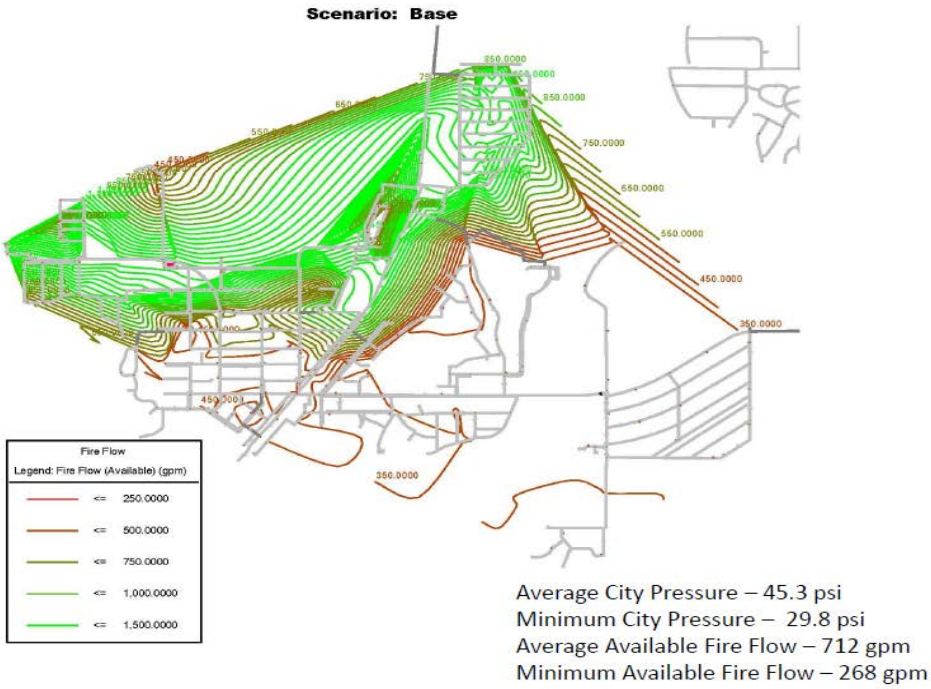
15

City of Dunnellon

- Hydraulic Performance
  - Average City Pressure – 45.3 psi
  - Minimum City Pressure – 29.8 psi
  - Average Available Fire Flow – 712 gpm
  - Minimum Available Fire Flow – 268 gpm
- Adequate fire flow not provided in all areas of City.
- System reliability improvements identified.
- Variety of operational and maintenance improvements identified.

16

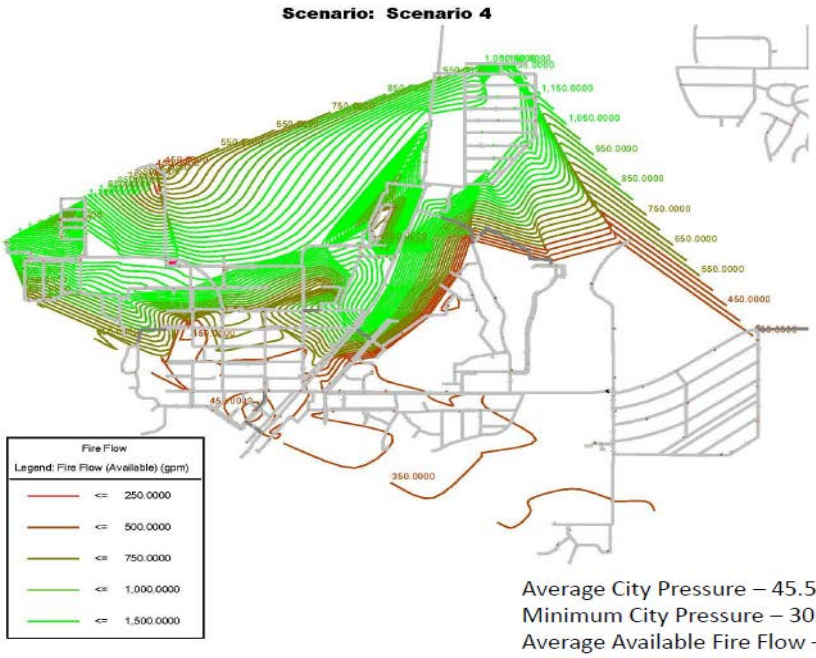




Average City Pressure – 45.3 psi
Minimum City Pressure – 29.8 psi
Average Available Fire Flow – 712 gpm
Minimum Available Fire Flow – 268 gpm

Base Scenario:
Existing City System

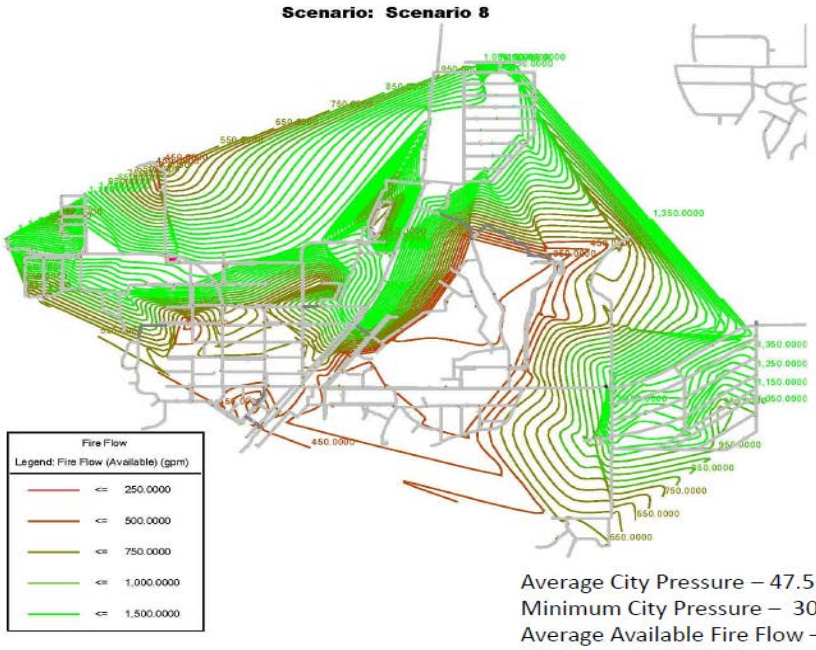
18



Average City Pressure – 45.5 psi
Minimum City Pressure – 30.0 psi
Average Available Fire Flow – 779 gpm
Minimum Available Fire Flow – 272 gpm

Scenario 4:
City System with Rainbow Springs Interconnect

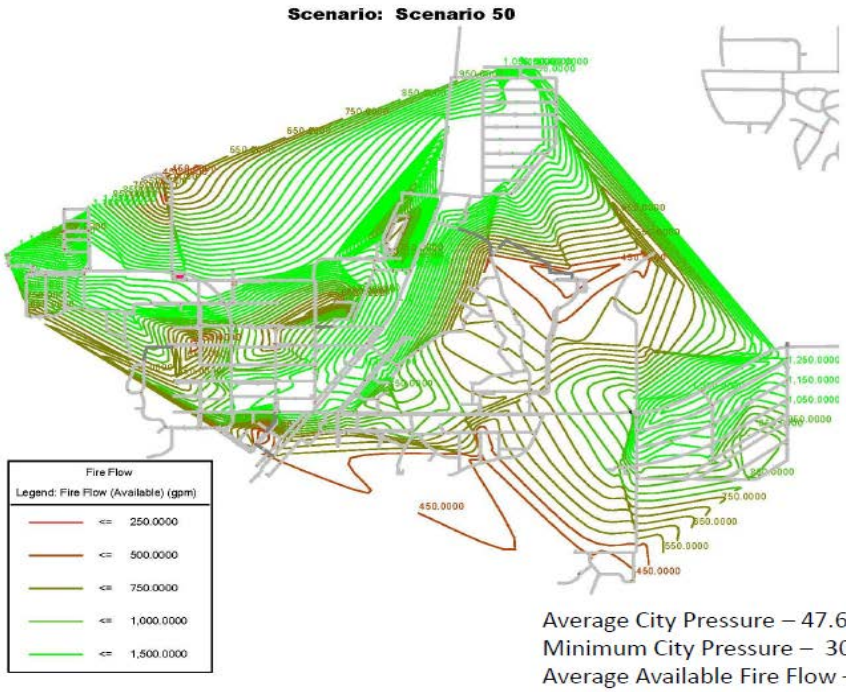
19



Average City Pressure – 47.5 psi
Minimum City Pressure – 30.0 psi
Average Available Fire Flow – 921 gpm
Minimum Available Fire Flow – 325 gpm

Scenario 8:
City System with Rainbow Springs Interconnect and Airport Connection

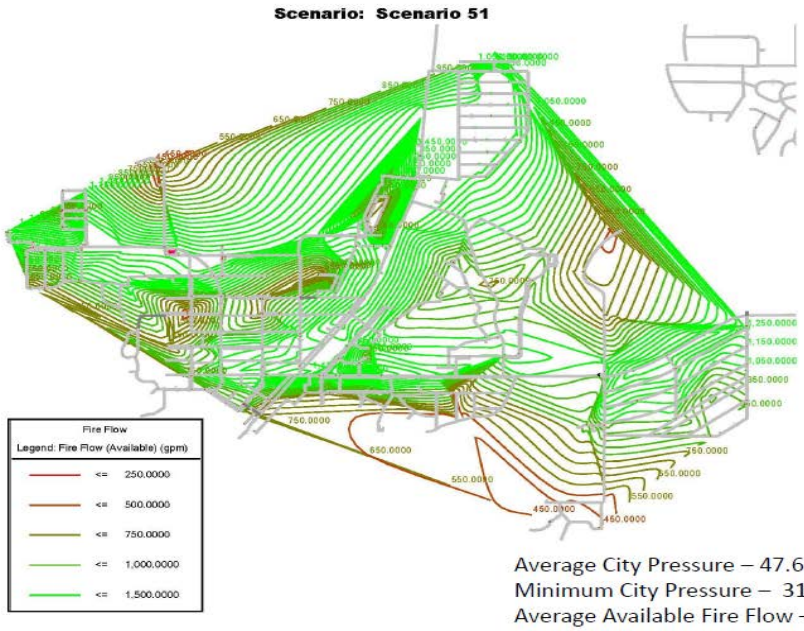
20



Average City Pressure – 47.6 psi
Minimum City Pressure – 30.9 psi
Average Available Fire Flow – 1042 gpm
Minimum Available Fire Flow – 403 gpm

Scenario 50:
City System with Rainbow Springs Interconnect, Airport Connection, and East McKinney Extension

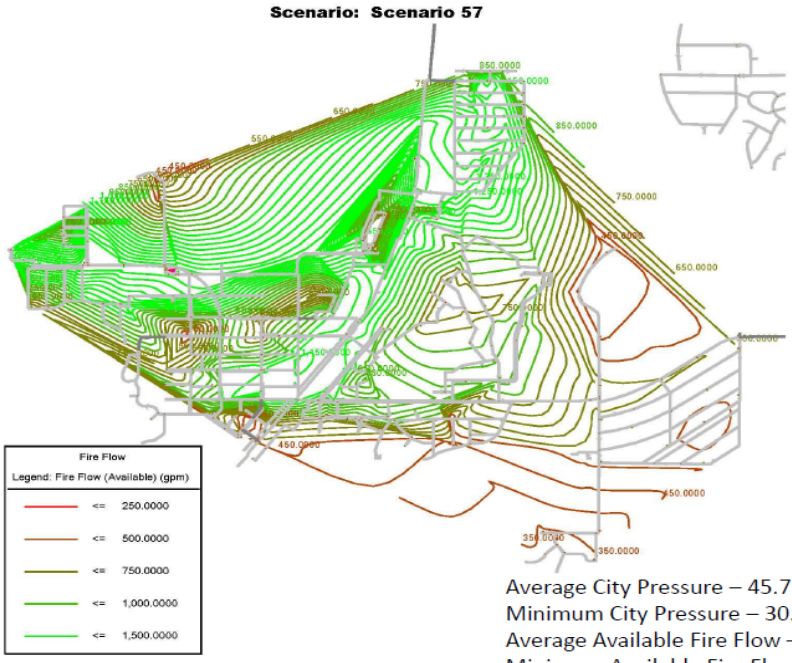
21



Average City Pressure – 47.6 psi
Minimum City Pressure – 31.0 psi
Average Available Fire Flow – 1115 gpm
Minimum Available Fire Flow – 436 gpm

Scenario 51:
City System with Rainbow Springs Interconnect, Airport Connection, East McKinney Extension, and Brooks Street Extension

22



Average City Pressure – 45.7 psi
Minimum City Pressure – 30.7 psi
Average Available Fire Flow – 901 gpm
Minimum Available Fire Flow – 337 gpm

Scenario 57:
City System with Rainbow Springs Interconnect, East McKinney Extension, and Brooks Street Extension

23

SR 41/Illinois Street Water Main Replacement

24

Wastewater System Analysis

- Currently Operating Four Wastewater Treatment Plants (WWTF). Total Treatment Capacity of 0.675 MGD.
- Capacity of 0.565 MGD w/o Juliette Falls or Rio Vista.
- Construction documents are being developed to decommission the Rio Vista WWTF.
- With flows from Pruitt property, the system can accommodate flows until 2019 (7 years).
- Based on Growth Projections, Capacities are adequate until 2026 (14 years) – Assuming no flows from Pruitt property.

25

Wastewater Demand Projections

Projected Wastewater Flows				
	Projected ADF (gpd)			
Projected Year	Present	5-year	10-year	20-year
City of Dunnellon	143,839	147,740	151,724	159,941
Rainbow Springs	135,204	136,230	137,256	139,308
Rio Vista	3,718	3,773	3,839	3,949
Chatmire	15,538	15,853	16,185	16,849
Rainbow River Ranches	0	13,986 (15%)	37,422 (40%)	70,182 (75%)
McBride Property	0	0	29,736 (4%)	111,384 (15%)
Pruitt Property	0	0	209,664 (4%)	785,988 (15%)
Boger Property	0	0	15,120 (4%)	56,574 (15%)
Airport	3,784	3,947	5,878	10,925
Total (with Pruitt)	**302,083**	**321,529**	**606,824**	**1,355,100**
Total (without Pruitt)	**302,083**	**321,529**	**397,160**	**569,112**
Total RBS and City WWTF Capacity	**565,000**	**565,000**	**565,000**	**565,000**

26

Options for Accommodating Future Demands

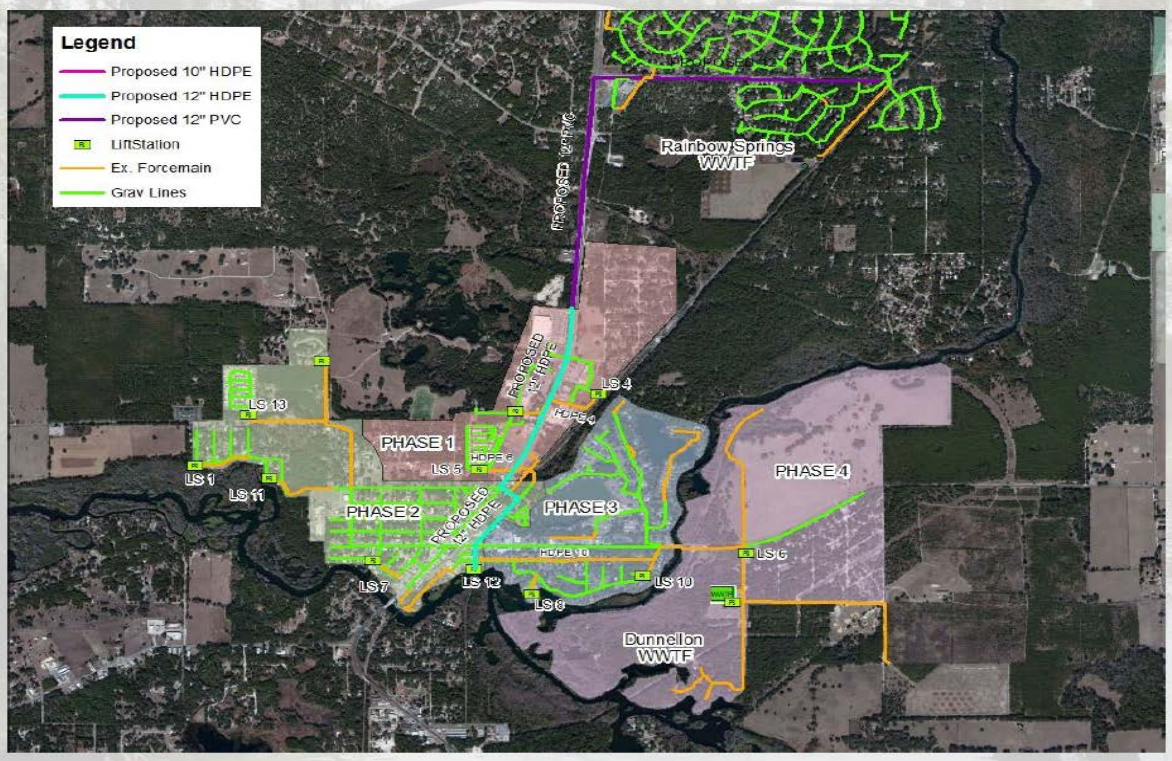
1. **Construct a new regional WWTF on the Pruitt Property.**
   - Need will depend on the actual growth in Rainbow River Ranches, McBride, Boger, and Pruitt properties.
   - If growth happens as projected a new plant will be needed
     - by 2019 (without rerouting flows).
     - by 2021 (utilizing rerouting options).

27

Options for Accommodating Future Demands

2. **Reroute flows to the Rainbow Springs WWTF**
   - Assuming no Pruitt development
     - The City's Wastewater Collection System can be split into sections and flows routed to RBS.
     - Reroute entire service area west of the River to the Rainbow Springs WWTF.
     - Expand RBS WWTF by 0.100 MGD.
     - Will accommodate 20-year flow projection.
     - Buys time until a new plant is needed east of the River.
   - With Pruitt Development
     - Rerouting buys about 2 years (not cost effective).

28



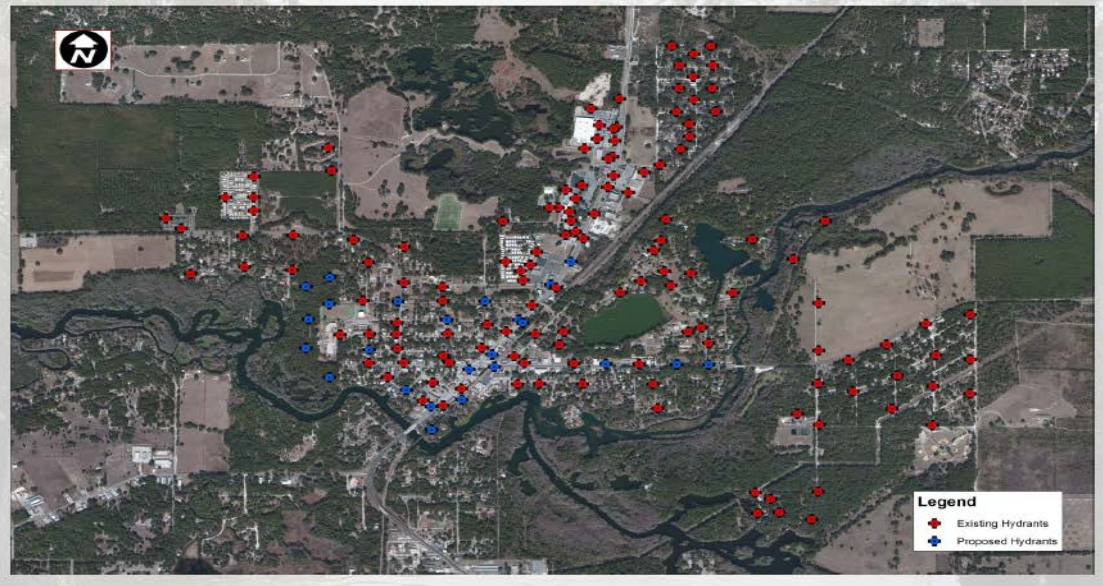
29

Capital Improvement Projects

- Developed through collaboration with City staff.
- Projects are recommended for one or more of the following reasons:
  - Hydraulically Necessary
  - Maintenance Items
  - Service and Reliability Upgrades
  - Improvements to Aging Infrastructure
- Implementation is at discretion of the City and is subject to the availability of funding.
- Recommend updating periodically.

30

Fire Hydrant Needs in the City

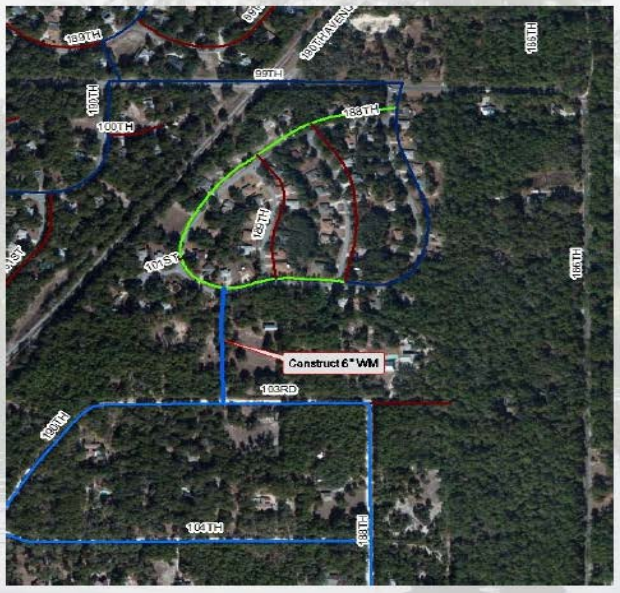


- Need Approximately 21 new hydrants

31

System Interconnect:
Rainbow Springs and Rio Vista

- Adds Redundancy.
- Rainbow Springs can provide back-up for Rio Vista.
- Rio Vista in combination with the City of Dunnellon can provide limited back-up for average daily flows to Rainbow Springs.



32

System Interconnect:
Rainbow Springs and the City of Dunnellon

- Adds Redundancy
- Rainbow Springs can back up City's system under max daily flows.
- City system can provide limited back-up for average daily flows to Rainbow Springs.

33

Growth Projections

Existing Service Area	Present			5-Year			10-Year			20-Year		
	2012			2017			2022			2032		
	Pop	Water Demand	WW Demand	Pop	Water Demand	WW Demand	Pop	Water Demand	WW Demand	Pop	Water Demand	WW Demand
City of Dunnellon (West of River)	1,602	271,127	143,856	1,641	279,366	136,186	1,681	287,059	139,540	1,762	302,476	146,746
City of Dunnellon (East of River)	131			139		11,504	147		12,218	165		13,662
Rainbow Springs	2,372	739,141	135,227	2,390	745,555	136,207	2,408	751,234	137,245	2,444	762,590	139,319
Rio Vista	338	40,928	3,718	343	41,895	3,777	349	42,529	3,835	359	43,847	3,953
Juliette Falls	45	43,271	200	59	56,099		72	69,119		101	96,307	
Total Existing Service Area	4,489			4,571			4,657			4,831	1,205,220	303,181
			1.029405			1.0572005			1.165936			
Developments to Increase Population												
Rainbow River Ranches	0	0	0	111	17,504	14,048	297	46,679	37,462	557	87,522	70,241
McBride Development	0	0	0	0	0	0	236	37,028	29,716	884	138,854	111,437
Pruitt Development	0	0	0	0	0	0	1,664	261,179	209,609	6,238	979,421	786,032
Boger Property		0	0	0	0	0	120	18,792	15,081	449	70,468	56,554
Total New Population	0	0	0	111	17,504	14,048	2,316	363,677	291,868	8,129	1,276,265	1,024,264
Total Population	4,489			4,682			6,973			12,960		
Optional Additions to Network w/o Pop. Increase												
Chatmire	187	29,256	15,538	191	29,850	15,853	195	30,506	16,202	203	31,757	16,866
Dunnellon Airport Flows (Industrial Park)	-	4,730	3,784	-	4,934	3,947	-	7,348	5,878	-	13,656	10,925
Dunnellon High School (ERU)	-	26,068	5,250	-	27,193	5,477	-	40,497	8,156	-	75,263	15,158
Dunnellon Elementary School (ERU)	-			-			-			-		

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Capital Improvement Projects

ITEM	PRIORITY	PROJECT	DESCRIPTION OF WORK
			Water System Improvements
1	High	Well No 1 Pump Replacement	Replace 40 Year Old Pump
2	High	Alarm System RSWTP	Compliance Alarm Replacement
3	High	Alarm System JFWTP	Compliance Alarm Replacement
4	High	Well No 5 Pump Replacement	Replace Worn Well Pump @ RVWTP
5	High	New Line Shaft Motor Well # 8 RSWTP	Replacement Motor Main Well RSWTP - need pump capacity improvements at RSWTP
6	High	Update Utility Master Plan	
7	Med	Soft Starter Replacement RSWTP	Booster Pump #2 And #3
8	Med	Rebuild Booster Pump RSWTP	Rebuild pump
9	Med	Replace Elect Service @ RVWTP	Service, Load Center, Pump Control Panel
10	Med	Scada System Phase 1	Scada System For Water Plants
11	Med	Water Meter Replacement W/ I900	Upgrade Meters w/ Radio Read 1900 Meters
12	Med	Replace Chlorine System	Replace Old Chlorine System @ RSWTP
13	Med	Replace Well # 7 Pump & Control @ RS	Install Submersible Pump & Elect Control
14	Med	New Water Treatment Plant - Phase 1	Design and Construct New WTP East of City - CDBG Project
15	Med	Isolation Valve Program	Construct Valves to Enable Isolation of Existing Fire Hydrants (4 per year)
16	Varies	Watermain Replacement Program	Comprehensive Line Replacement Program for AC, Pit Cast, and Ductile Pipes - do in conjunction with roadway resurfacing and stormwater projects
		Palmetto Ct	Replace 2" Galvanized WM with 6" PVC
		Palmetto Way	Replace 2" Galvanized WM with 6" PVC
		Cherokee Circle	Replace 2" galvanized WM on Cherokee Circle with 6" WM loop to 9 Island Cove Blvd (loops system and takes care of Hytovick)
		Kennesaw Rd	Replace 2" galvanized
		Cedar Street	Replace 6" AC WM with 6" PVC
		Park Avenue	Replace 2" Galvanized from Illinois to Hale with 6" PVC
		Walnut Street	Replace 2" Galvanized WM with 6" PVC
		Chestnut Street	Replace 6" pit case WM to 6" PVC
		Ohio Street	Replace 2" galvanized from Penn to Dateseman with 6" PVC for complete 6" loop
		The Granada	Replace 6" AC WM with 6" PVC
		Magnolia Street	Replace 2" Galvanized WM with 6" PVC
		Oakwood Avenue	Replace 2" Galvanized WM with 2" PVC
		West McKinney Watermain Extension	Replace 6" AC WM from SR 40 to west of Hale Street; new 6" WM loop from west of Hales Street to 9 Island Cove Blvd.; Cedar Street has 6" AC that also needs replacing
		Wekiwa	Replace existing 2" Galvanized WM with 6" PVC
		Pennsylvania Ave. Watermain Replacement	Construct 8" Watermain to Replace Existing 8" Watermain - Should be done with Marion County trail project
17	Low	Mower Split W/ Sewer	Replace 14 Year Old Scag Mower
18	Low	City Tower Level/Flow Chart	Replace Antiquated Worn Out Recorder
19	Low	Water Meter Reader Scanner	Back Up Radio Read Scanner
20	Low	Paint 500,000 Gal Tank @ RSWTP	Pressure Wash & Paint Water Storage Tank
21	Low	Paint Hydro Tank @ RSWTP	Paint 10,000 Gal Water Pressure Tank RSWTP
22	Low	Paint Hydro Tank @ JFWTP	Two - 10,000 Gal Water Pressure Tank JFWTP
23	Low	Water Meter Replacement	Replace Existing Meters with Radio Read Meters (City Only-Approx. 192)
24	Low	Rainbow Springs/City Of Dunnellon Interconnect	Construct 12" Watermain to Connect RBS and City Systems (w/ Chatmire Extension) - Connection Done; Chatmire Connection could be CDBG project
25	Low	City Of Dunnellon CRA Fire Hydrant Program	Construct 21 Fire Hydrants (some with WM extensions) in City Limits
26	Low	Powell Road 6" Watermain Extension	Construct 6" Watermain East of Illinois Street
27	Low	Rolling Hills Road 6" To 8" Wm Upgrade	Construct 8" Watermain along Rolling Hills Road North of Hwy. 40 - is this a fire flow issue? Ask Richard
28	Low	Hytovick Watermain Relocation	Relocate 6" Watermain currently on Hytovick Property

Capital Improvement Projects

ITEM	PRIORITY	PROJECT	DESCRIPTION OF WORK
			Sanitary Sewer Improvements
1	High	RS Lift/Station #11 Valves, Check Valves & Piping	Replace Bad Valves
2	High	Generator Trailer Mount	Replace 35 Year Old L/S Lp Gas Generator
3	High	Electrical Control Panel Blower Room	Existing Panel Parts Bypassed & Wore Out
4	High	Manhole @ 198th Cir	Replace Broken & Deteriorated Manhole
5	High	Manhole @ 192 Ct Rd	Repair & Seal Deteriorated Manhole
6	High	Manhole @ 90 Ln Rd	Repair & Seal Deteriorated Manhole
7	Med	Holding Pond Liner RSWWTP	Replace Bad Liner
8	Med	6 inch AMT Diesel Sewer Pump	By-Pass Pump For Mary St. & Rs # 11 L/S
9	Med	RSWWTP Aerator Diffuser / Air Header	Replacement, Engineer Review
10	Med	RS Lift/Station #3 Control Panel	Existing Panel Parts Bypassed & Wore Out
11	Med	RS Lift/Station #4 Rebuild	Replace Control Panel, Pumps & Valves
12	Med	RS Lift/Station #5 Rebuild	Replace Control Panel, Pumps & Valves
13	Med	RS Lift/Station #6 Rebuild	Replace Control Panel, Pumps & Valves
14	Med	RS Lift/Station #7 Rebuild	Replace Control Panel, Pumps & Valves
15	Med	RS Lift/Station #8 Rebuild	Replace Control Panel, Pumps & Valves
16	Med	RS Lift/Station #12 Rebuild	Replace Control Panel, Pumps & Valves
17	Med	RS Lift/Station #13 Rebuild	Replace Control Panel, Pumps & Valves
18	Med	Mary St. Lift/Station Pump Replacement	Upgrade Replace Worn Pump
19	Low	Mower Split w/ Water	Replace 14 Year Old Scag Mower
20	Low	New Valves on RSWWTP Spray Field	Replace Old Leaking Valves
21	Low	RSWWTP Expansion Capacity Analysis	Needed, Over 60 % Capacity Used
22	Low	Oak St Lift/Station Pump Replacement	Upgrade Replace Worn Pump
23	Low	Kennesaw Lift/Station Pump Replacement	Upgrade Replace Worn Pump
24	Low	Infiltration and Inflow Study	Investigation Into I&I Through Testing And Video - Possible Grant
25	Low	Infiltration and Inflow Repairs	Repair Damage Found By Infiltration And Inflow Study - Possible Grant

Capital Improvement Projects

ITEM	PRIORITY	PROJECT	DESCRIPTION OF WORK
			Stormwater Improvements
1	Med	Oak & Palmetto Storm Drain Facilities (R050)	Retrofit Oak and Palmetto Dr. Areas with Storm Run-off Control
2	Med	Williams St Bridge	Infrastructure improvements at the Williams Street Bridge near Dunnellon City Hall, including installation of hydrodynamic separator
3	Med	Cedar St	Infrastructure improvements on Cedar Street near the Landings Condominiums, including installation of hydrodynamic separator
4	Med	Kennesaw Rd	Infrastructure improvements at Kennesaw Road and Palatka Drive, treatment swales and hydrodynamic separator
5	Med	Palmetto St	Infrastructure improvements at the intersection of Palmetto Street and Mary Street, including the installation of an exfiltration system
6	Med	Dr. Curtis Nelson Bridge; CR 484	Infrastructure improvements at the Dr. Curtis Nelson Bridge, construction of wet detention pond
7	Med	Palmetto Way	Infrastructure improvements on Palmetto Way near Oak Street, including the construction of a wet detention pond
8	Med	Palmetto Way	Infrastructure improvements at Myrtle Street and Palmetto Way, including construction of a swale system and wet detention pond
9	Med	Palmetto Way	Infrastructure improvements at the west end of Palmetto Way, improvements to existing wetland with diversion structure
10	Med	Palmetto Ct	Infrastructure improvements at Palmetto Court- raising existing inlets
11	Med	Magnolia St	Infrastructure improvements on Magnolia Street at The Granada, widening existing swale
12	Med	Blue Cove Lake	Emergency outfall for Blue Cove Lake
13	Med	Cherokee Circle	Cherokee Circle stormwater infrastructure improvements
14	Med	Illinois SW Swale	Illinois stormwater swale improvements
15	Low	Update Stormwater Master Plan	
			Roadway Improvements
1	1	Ohio Street	Full Depth Reclamation and 1.25" Overlay
2	2	Cedar Street	Full Depth Reclamation and 1.25" Overlay
3	3	Hale Street	Full Depth Reclamation and 1.25" Overlay
4	4	Walnut Street	Full Depth Reclamation and 1.25" Overlay
5	5	Chestnut Street	Full Depth Reclamation and 1.25" Overlay
6	6	Park Avenue	Full Depth Reclamation and 1.25" Overlay and ≈550 lf of Base Reconstruction
7		The Granada	Full Depth Reclamation and 1.25" Overlay
8		Magnolia Street	Full Depth Reclamation and 1.25" Overlay
9		Myrtle Street	Full Depth Reclamation and 1.25" Overlay
10		Oakwood Avenue	Full Depth Reclamation and 1.25" Overlay
11		Third Avenue	Full Depth Reclamation and 1.25" Overlay
12		Blue Cove Drive Bridge	Mobilization, MOT, Install Guardrail, repair bridge railing, repair concrete walls, install new signs, road striping
13		St. Lawrence Drive	New Construction - CDBG Opportunity;
14		St. Benedict Drive	New Construction - CDBG Opportunity;
15		St. Patrick Drive	New Construction - CDBG Opportunity;
16		Blue Cove Dr. Bridge #365100	Bridge maintenance and new guardrails
17		Blue Cove Dr. Bridge #365102	Bridge maintenance
			Basin Area Management Plan Improvements
1	High	BMAP R059 - SCADA System Phase 2	SCADA system for Wastewater Treatment Plants
2	High	BMAP R059 - SCADA System Phase 3	SCADA system for Lift Stations
3	Low	BMAP R054: B113 180th Ave. Rd. Force Main Project	Construct 8" Force Main from San Jose WWTP to Juliette Falls WWTP
4	Low	BMAP Project R052	New AWT Plant
5	Low	BMAP Project R053	Wastewater Improvements to Connect Five Package Plants
			Parks and Recreation Improvements
1		Blue Run Park Restrooms	Construct New Restrooms in Blue Run Park FRDAP=$150k COD-CRA=$30k Marion Co=$120k
2		Dunnellon 125th Anniversary Park	Construct New Bike Park to serve as trail head for Bicyclists COD-CRA=$23,400
3		Dunnellon Entry Signage	Provide Gateway signage to City, branding and informational signs 2 @ $10k ea

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Options for Utility Future

- **City to keep utility-** City to continue to own and operate water and wastewater systems
- **Contract operate-** City to enter into agreement for 3rd Party to operate and maintain water and wastewater systems
- **Sell utility-** City to negotiate price to hand over water and wastewater systems to another municipality

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Keep Utility

Advantages

- City receives revenue from utility users
- City controls utility users rates
- City has control of utility system future
- Contributions to general fund

Disadvantages

- Operation and maintenance costs
- Need to respond to emergency call in the middle of the night
- City responsible for compliance issues

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Keep Utility

Next Steps:

- Evaluate if changes to previous organization and/or operational structure are needed.
- Review financial condition and establish long-term level of service standards and maintenance goals.
- Properly plan and budget to meet service standards and maintenance goals.

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Contract Operate

Advantages

- Vendor responds to emergency calls in the middle of the night
- Vendor responsible for operator recruitment and retaining personnel
- Vendor is responsible for maintaining system to City standards.

Disadvantages

- Contract price could increase or vendor can walk away from agreement
- City ultimately responsible for utility systems
- City reliant on vendor to "do a good job"

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Contract Operate

Next Steps:

- Identify scope of services and service standards required of contract operator.
- Prepare a request for proposals (RFP) and advertise. (City may be able to "piggyback" on another municipal contract.)
- Review RFP submittals and select vendor (or not).

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Sell Utility

Advantages

- City may be relieved of debt burden.
- Possible financial windfall (depending on valuation)
- City relieved of utility responsibilities
- No operation or maintenance costs

Disadvantages

- Residents and City customers reliant on "others" to establish rates and level of service
- No transfer of utility revenue to general fund
- No control over the future of the utility system

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Sell Utility

Next Steps:

- Evaluate City Ordinance revisions needed to sell utility.
- City may want to evaluate alternatives such as maintain service area but seek "franchisees" to provide service.
- Evaluate legal requirements of sale/franchise
- Solicit and evaluate offers.
- Make final decision.

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Council and staff engaged in discussion regarding population projections. Mr. Bryant stated the analysis was prepared in 2012. Vice-Mayor Hancock stated, based on Page 26, *Wastewater Demand Projections*, the system in effect can handle the existing areas for the next twenty (20) years, and only if new development comes, would the City be required to expand the system. He said this allows the City time to understand what investment we have in the system and analyze the possibility of updating and improving it.

Vice-Mayor Hancock stated this is more of an opportunity to take a deep breath, get our act together and then move forward. He said this is how he feels based on the projections as presented.

Mr. Bryant discussed the City's five (5) year commitment to the Basin Management Action Plan (BMAP).

AGENDA ITEM NO. 3 – PUBLIC COMMENTS

Paul Marraffino, 19544 SW 82nd Place Road, commented on the paving of the roads in Dunnellon Heights as a positive project for the City.

AGENDA ITEM NO. 4 – ADJOURN

At approximately 8:03 p.m. Councilwoman Hanchar moved the November 30, 2016 Special City Council meeting be adjourned. Councilman Winkler seconded. All members voted in favor. The motion passed 4-0.

Attest:

_____	_____
Dawn Bowne, MMC	Walter Green, Mayor
City Clerk/Interim City Manager	

P:\minutes special council meeting\20161130doc

WAIR ON

JAN —

Meeting Date: January 9, 2017	**Official Use Only**
From (Dept): Finance	Reviewed by City Attorney:
Signature: Jan Smith Department Director	Council Action:
Approved for Agenda: City Manager	Date:

SUBJECT:

Request For Approval: Grant Agreement #AGR2016-32 FDLE Justice Assistance Grant contract no. 2017-JAGC-MARI-2-F9-174 for Police Department body cameras

SUMMARY EXPLANATION & BACKGROUND: The City of Dunnellon Police Department has been awarded a grant from the Florida Department of Law Enforcement Justice Assistance Grant Program for the purchase of 10 Prima Facie Body worn camera systems. The grant award is in the amount of $8,467 with no City match required.

The fully executed grant agreement must be returned to FDLE no later than January 26, 2017

FISCAL INFORMATION: Grant revenue and grant expense of $8,467

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign grant agreement #AGR2016-32

Initiated by JS

LF.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2017-JAGC-MARI-2-F9-174, in the amount of $ 8,467.00, for a project entitled, BODY CAMERA, for the period of 10/01/2016 through 09/30/2017, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

No recipient or subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The City of Dunnellon must undertake a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the City of Dunnellon must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the City of Dunnellon determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring the City of Dunnellon into compliance therewith and thereafter submit documentation that details the steps taken, contains a validation that the City of Dunnellon has come into compliance, and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

In accepting this award, the subgrantee unit of government certifies it will provide documentation to FDLE's Office of Criminal Justice Grants by March 31, 2017. Failure to comply with this condition could result in the withholding or repayment of grant funds, suspension or termination of the grant, ineligibility for future FDLE subawards, or other administrative, civil, or criminal penalties.

_____
(Signature of Subgrantee's Authorized Official)

Walter Green, Mayor
(Print Name and Title of Official)

City of Dunnellon
(Name of Subgrantee)

January 9, 2017
(Date of Acceptance)

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Dunnellon

Date of Award: 12/27/2016

Grant Period: From: 10/01/2016 TO: 09/30/2017

Project Title: BODY CAMERA

Grant Number: 2017-JAGC-MARI-2-F9-174

Federal Funds: $ 8,467.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 8,467.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Petrina T. Herring

Authorized Official
Petrina Tuttle Herring
Bureau Chief

12/27/2016

Date

(✓) This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: City of Dunnellon
County: Marion

Chief Official

Name: Nathan Whitt
Title: Mayor
Address: 20750 River Drive
City: Dunnellon
State: FL **Zip:** 34431-6744
Phone: 352-465-8500 **Ext:**
Fax: 352-465-8505
Email: nwhitt@dunnellon.org

Chief Financial Officer

Name: Dawn Bowne
Title: Acting City Manager
Address: 20750 River Drive
City: Dunnellon
State: FL **Zip:** 34431-6744
Phone: 352-465-8500 **Ext:**
Fax:
Email: dbowne@dunnellon.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: BODY CAMERA
Subgrant Recipient: City of Dunnellon
Implementing Agency: Dunnellon Police Department
Project Start Date: 10/1/2016 **End Date:** 9/30/2017

Problem Identification

This is a Law Enforcement issue as currently the Officers do not have body cameras issued with their equipment. This is due to the expense to purchase the cameras and the equipment necessary to use them. The cameras are necessary to provide the Officers with a device that helps them in every interaction with the public. All interactions with public, victims and suspects are more transparent providing the Officer with better accountability and safety.

Project Summary (Scope of Work)

The Dunnellon Police Department would use these Grant funds to purchase body cameras with internal memory, an LED screen and speaker. The purchase would also include a docking/charging station, Motorola radio cables, earpieces, necessary software and an 8TB Dell Precision Tower. These cameras have the ability to record video, take high resolution stills or record audio only. They would provide the Officers with an evidence collecting solution and as files from the camera can only be downloaded to an authorized computer, it provides video evidence management and a safe and secure chain of evidence.

With the purchase of this equipment, our Officers will utilize the cameras to better document incidents and increase accountability and transparency. They will help paint a clearer image of any incident. This aids when evidence of a complex case is presented to a jury as video makes situations easier to visualize and it helps remove uncertainty. It also allows an officer to self-evaluate and find opportunities to improve how they handle a situation. It can also aid superior officers in training and evaluating. The body cameras have shown a decrease in officer complaints, a decrease in the time and resources devoted to investigating these complaints and help to resolve civil litigation.

Copies of invoices and cancelled checks will be provided as proof of equipment purchase.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Through our funding, we hope to provide each Officer with a body camera which will aid in the safety of the Officer and also accountability which is important to the public. They will also help us achieve a more secure chain of custody.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: The possibility of equipment malfunction is the only barrier.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: We were not aware of this but would gladly take part.

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: We plan on using the body cameras in all daily patrol activity and therefore hope that the cameras will provide the public with a heightened sense of security and safety.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes. The agency has a Finance director who will oversea the project from a financial aspect. She, along with Mary Edmundson and Chief McQuaig will have regular meetings to ensure all invoices and orders are processed in a timely manner.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000311

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$8,467.00	$0.00	$8,467.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$8,467.00**	**$0.00**	**$8,467.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Sole Source

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE or Department) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The following terms and conditions will become binding upon approval of the application or subaward, and completion of the Certificate of Acceptance by the subrecipient. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting that eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014.
http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
28 C.F.R. § 38, "Equal Treatment for Faith-Based Organizations"
28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

Public Law
Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf

United States Code: www.gpo.gov/fdsys/
42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (See 2 C.F.R. §§ 200.210(a)(5), "Information contained in a Federal award" and 200.331(a)(1)(iv), "Requirements for pass-through entities").

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See 2 C.F.R. § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward/Subgrant means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. (See 2 C.F.R. §§ 200.20, "Computing devices" and 200.33, "Equipment.")

9.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

10.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

11.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

12.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub..L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

13.0 Enhancement of Security - If funds are used for enhancing security, the subrecipient agrees to:

13.1 Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

13.2 Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

14.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435 Fla. Stat. shall apply.

14.1 All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

14.2 All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

14.2.1 Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

14.2.2 Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

5.0 In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

6.0 In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

7.0 Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.

8.0 If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

9.0 The subrecipient must have procedures in place for responding to discrimination complaints that employees, clients, customers, and program participants file directly with the subrecipient.

10.0 The subrecipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient/implementing agency with FDLE or the OCR.

11.0 Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

12.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

13.0 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, the subrecipient must take the following actions:

13.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

13.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

13.3 Notify participants, beneficiaries, employees, applicants, and others that the subrecipient/implementing agency does not discriminate on the basis of disability.

14.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

15.0 **Title IX of the Education Amendments of 1972 (28 C.F.R. § 54)** - If the subrecipient operates an education program or activity, the subrecipient must take the following actions:

15.1 Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. § 54, which prohibit discrimination on the basis of sex.

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Subrecipient Funds -** Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 **Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

3.0 **Trust Funds**

3.1 The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

3.2 The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

4.0 **Performance**

4.1 **Subaward Performance** - The subrecipient must comply with state and federal requirements for subaward performance under 2 C.F.R. §§ 200.76-77. The subaward shall describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the subaward should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

4.2 **Performance of Agreement Provisions** - In the event of default; non-compliance; or violation of any provision of this agreement by the subrecipient, the subrecipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

5.0 **Grant Adjustments -** Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

5.1 Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

5.2 Under no circumstances can transfers of funds increase the total budgeted award.

5.3 Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

5.4 All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 **Required Reports -** All reports must relate financial data to performance accomplishments. Subrecipients must submit both reports on the same reporting cycle.

6.4 **Law Enforcement Training** - Any law enforcement agency receiving JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict and constructive engagement with the public.

6.5 **Other Reports-** The subrecipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award and verify expenditures in accordance with § 215.971, Fla. Stat. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreemen.

3.1 **Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage, and dispose of equipment acquired under a Federal award in accordance with § 274, Fla. Stat. and 2 C.F.R. § 200.313, "Equipment".

4.0 **Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period. The Financial Closeout Audit must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

5.0 **High Risk Subrecipients** - The subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if FDLE's pre-award risk assessment or the U.S. Department of Justice determines the subrecipient is a high-risk grantee. (28 C.F.R. §§ 66, 70)

6.0 **Reporting, Data Collection and Evaluation** - The subrecipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

9.7 Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than June 30 following the end of the fiscal year.

9.8 If this agreement is closed without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.9 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in 2 C.F.R. § 200, Appendix X, on the specified Data Collection Form (Form SF-SAC), and be signed by a senior level representative or chief official of the auditee. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures -** Subrecipients must use documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurement standards conform to federal procurement guidelines (2 C.F.R. §§ 200.317-326).

2.0 **Federal Procedures -** All procedures employed in the use of federal funds for any procurement shall also be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.318, "General procurement standards", and Florida law to be eligible for reimbursement.

3.0 **Cost Analysis -** A cost analysis must be performed by the subrecipient if the cost or price is above the simplified acquisition threshold of $150,000. Costs or prices based on estimated costs for contracts are allowable only if allowable under 2 C.F.R. § 200.405(e),"Cost Principles".

4.0 **Allowable Costs -** Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and 2 C.F.R. § 200.405(e), "Cost Principles".

4.1 All procedures employed in the use of federal funds for any procurement shall be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.420, "Considerations for selected items of cost"; and Florida law to be eligible for reimbursement.

4.2 Subrecipients eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise FDLE Office of Criminal Justice Grants in writing of both its eligibility and election, and must comply with all associated requirements in the OMB Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

4.3 Indirect cost proposals for local and state units of government must comply with 2 C.F.R. § 200, Appendix VII.

6.5 **Unmanned Aerial Vehicles** - The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

7.0 **Review prior to Procurement -** Subrecipients are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods/services. Subrecipients are also encouraged to use excess and surplus property in lieu of purchasing new equipment and property when this is feasible.

8.0 **Sole Source -** If the project requires a purchase of services or equipment from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form. If the subrecipient is a state agency and the cost is at least $150,000, then the agency must submit a copy of the approval from the Department of Management Services (§ 287.057(5), Fla. Stat.). Sole Source form must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

9.0 **Personal Services** – Subrecipients may use grant funds for eligible personal services (salaries/benefits and overtime) and must maintain internal controls over salaries and wages. The following requirements apply to personal services paid with subgrant funds:

9.1 **Timesheets -** Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

9.2 **Additional Documentation -** In accordance with § 215.971, Fla. Stat., the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

9.3 **Protected personally identifiable information -** The subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

9.4 **Overtime for Law Enforcement Personnel -** Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

9.5 **Employees Working Solely on a Single Federal Award -** For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period

9.6 **Maximum Allowable Salary -** No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subrecipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees may be found at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/16Tables/exec/html/ES.aspx.) A subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

9.7 **Percentage of Salary Funded**- For any position previously funded with JAG funds, the percentage of the salary to be paid must not exceed prior funding percentage.

12.3 Publication or Printing of Reports - The subrecipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subrecipient understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees found at http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

All materials publicizing or resulting from award activities shall contain the following statements identifying the federal award:

"This project was supported by Award No._____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

12.4 Patents - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

12.4.1 Unless there is a prior agreement between the subrecipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

12.4.2 The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," (August 23, 1971), and statement of Government patent policy, as printed in 36 Federal Register 16839).

12.4.3 Government regulations have been issued in 37 C.F.R. § 401 by the U.S. Department of Commerce.

13.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Section 3.12 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

14.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

17.0 Drug Court Projects - A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Ballistic Resistant and Stab Resistant Body Armor and Body Worn Camera

1.1 Mandatory Wear Policy - Subrecipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications may be found at www.bja.gov/Funding/JAGFAQ.pdf.

1.2 BVP Program - JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

1.3 NIJ Compliance - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, body armor purchased must be American-made. The latest NIJ standard information may be found at www.nij.gov/topics/technology/body-armor.

1.4 Body Worn Camera Certification - Any subrecipient who wishes to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, and training. For more information on BWC requirements, example policies, and best practices, visit https://www.bja.gov/bwc/.

2.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

3.0 National Environmental Policy Act (NEPA)

3.1 The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

3.1.1 New construction

3.1.2 Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3.1.3 A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

3.1.4 Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

4.2.7 Monitor the transport, disposal, and recycling components of subparagraphs 4.2.5 and 4.2.6 immediately above in order to ensure proper compliance;

4.2.8 Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's 1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and 2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and

4.2.9 Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can 1) respond to the potential health needs of any minor at the site; 2) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; 3) ensure immediate medical testing for methamphetamine toxicity; and 4) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

5.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. §§ 469 a-1, et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7.0 **Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

8.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

9.0 **Disclosures**

9.1 **Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

9.2 **Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

9.3 **Sanctuary Cities** - The subrecipient and implementing agency must certify compliance with 8 U.S.C. § 1373. The subrecipient and implementing agency must agree to notifing FDLE (the non-federal pass-through entity) in writing of any potential violations of 8 U.S.C. § 1373.

19.0 Compliance with 41 U.S.C § 4712 - The subrecipient must comply with all applicable provision of 41 U.S.C. § 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial or specific danger to public health or safety, or a violation of law, rule or regulation related to a federal grant.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Petrina T. Herring

Typed Name and Title: Petrina T. Herring, Bureau Chief

Date: 12/27/2016

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: CITY OF DUNNELLON

Signature: Dawn M. Bowne

Typed Name and Title: DAWN BOWNE - ACTING CITY MANAGER

Date: 9/20/16

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: DUNNELLON POLICE DEPARTMENT

Signature: James M. McQuaig

Typed Name and Title: JAMES M. MCQUAIG - CHIEF OF POLICE

Date: 9/20/16

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Meeting Date: 12/4/2016

From (Dept): Community Development Dept.

Signature: TAM for L. Smith
Department Director

Approved for Agenda: DMB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT: RAINBOW SPRINGS ART COOPERATIVE (RSAC) – GRAND OPENING

Request For Approval:

Application PZ1617-022 Permission for service and consumption of alcoholic beverages at 20804 W. Pennsylvania Ave., a public building, currently leased to RSAC. This event is scheduled for January 20, 2017, 4:00 p.m. – 8:00 p.m.

SUMMARY EXPLANATION & BACKGROUND:

In order for the service and consumption of alcoholic beverages to be allowed during an event on public property, the host for the event must seek City Council permission and waiver of City Code, Sec. 6-4(a), (b).

City Code Sec. 6-8 authorizes City Council to waive specific sections of the restrictions and prohibitions of this chapter.

Waive Sec. 6-4 of the City Code, possession or consumption on public property or on private property without permission, during the hours of 4:00 p.m. To 8:00 p.m. on January 20, 2017, for Application PZ1617-022 Grand Opening of the Rainbow Springs Art Cooperative, restricted to the indoors of 20804 W. Pennsylvania Avenue.

FISCAL INFORMATION: n/a

PROCUREMENT METHOD: n/a

PURCHASE REQUISITION NUMBER: n/a

RECOMMENDED ACTION: Staff recommends approval of the waiver.

Initiated by: tam

SPECIAL EVENT APPLICATION

RECEIVED
DEC 29 2016

Permit Number: PZ 1617-022
Date Issued: pending
Date Paid: Ø
Receipt No.: Ø

Event Information

Rainbow Spring Art Coop Grand Opening
Event Name

Mathew Baillargeon
Event Coordinator

352-209-0772
Phone / Cell / Fax

Mathew@Boomtownmedia.net
Email Address

Jan 20, 2017 to Jan 20, 2017 — Event Dates
4:00 pm to 8:00 pm — Event Time

June Johnson — Onsite Contact name
518-253-5050 — Cell / Phone

Applicant Information

Rainbow Springs Art Coop / Mathew Baillargeon
Applicant Name

Organization Name

11928 N. Williams Street
Organization Address

352-209-0772
Phone / Cell / Fax

Mathew@Boomtownmedia.net
E-Mail Address

Location of Event

- ☐ Ernie Mills Park (11899 Bostick St)
- ☐ Centennial Park / Boat Ramp (12196 S Williams St)
- ☐ Blue Run of Dunnellon Park (19680 E Pennsylvania Ave)
- ☐ Historic District (streets involved)
- ☐ City Wide (streets involved)
- ☑ Other (specify): Old Library 20804 W Penn Ave - Alcohol Serve + Consume Waiver
- ☐ Dinkins Beach Park (12100 Palmetto Ct)
- ☐ 125 Dunnellon Anniversary Park (12001 River View)
- ☐ L.O. Robinson Park (20980 W Hwy 40)

For Official Use Only

Fee Schedule	Amount	Code	When input	Remarks
Permit Fee	$ 100.00	32202		
Building Inspection Fee (if applicable)	$ 75.00	32200		
Fire Inspection (if applicable)	based on area	34290		
Tent Fee (if applicable)	$ 100.00	32202		
Police Department Patrol Services			NA	Arranged directly with Police Department.
Utility Fee – Water Meter Fee & Set up Fee (if applicable)	see remarks			Complete Service Request Form with Utility Billing
Public Works Fee(s)	varies			
Administrative Fee(s)	$ 50.00	32201		
TOTAL:				
Refundable Trash Deposit	$ 300.00	36000		Separate payment

Date paid | Receipt Number | Received By | Date

☐ Cash ☐ Check ☐ Credit Card
Payment Type

Attach copy of receipt(s) to back of document

Meeting Date: Jan 4, 2017

From (Dept.): Community Development

Signature: _____ for L Smith
Department Director

Approved for Agenda: _____ for DMB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

Subject: Multiple Board Appointments - New Applicants, Renewals and Filling Vacancies for Unexpired Terms

Request for Approval:

Summary Explanation and Background:
Please see attached detail.

Fiscal Information:

_____ - _____ _____ _____ - _____ _____ - _____
Project No.
(If applicable)

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Staff recommends approval.

Initiated by: TAM / _____

Revision: Mar 24, 2015

BOARD / COMMISSION
APPOINTMENT WORKSHEET

Council Workshop Date: 1/4/2017 **Council Meeting Date:** 1/9/2017

App	Name	Address	Current Board Member	Applied for Multiple Board Vacancies	Resi-dent	Business Owner / #Yrs.	Recommended Action
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3	Sally Chesterfield	11937 Hale Street	Y; Mbr	N/A	Y	N	Renew Appointment as full member on the **Tree Board** effective 1/9/2017 thru 1/9/2019
4	Martin Moughan	14845 SW 112 Circle	N	N/A	N	N	Appoint as 1st Alternate on the **Historic Preservation Board** effective 1/9/2017 thru 1/9/2019
4	Mary Ann Hilton	12078 Palmetto Court	Y; Alt	N/A	Y	N/A	Appoint as full member on the **Planning Commission** to fill Paul Cowan's unexpired term effective 1/9/2017 thru 2/13/2018
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City of Dunnellon
AUG 26 2016
RECEIVED

* Spoke to Marty 12/2/2016 Hist Pres Board

City of Dunnellon
City Board Member Application

Some of the questions and information below is needed to determine eligibility for certain boards, not all of them. All information must be provided in order to process your application. Please type or very clear, easy to read print. See description of boards for eligibility requirements.

Name: MARTIN G. MOUGHAN Home Telephone: 570-947-6040

Cell Number 570-947-6040 Best to contact you at home, work or cell? _____

Do you reside within the City limits of Dunnellon, how long? 2 MONTHS

Home Address 14845 SW 112 CIR, DUNNELLON SPRUCE CREEK PRESERVE

If employed, by whom: RETIRED

Business Address: _____ Business Telephone _____

Email Address: **(This is a requirement in order to receive agenda materials)**
MR.MOUGHAN@GMAIL.COM

Briefly describe your education and experience: You can attach an additional page.
ASSOCIATE BUSINESS MANAGEMENT 40 YEAR EMPLOYEE LUZERNE COUNTY CONTROLLER - PA ACCTS PAYABLE and INTERNAL AUDITOR - [redacted]

Are you a registered Voter? YES

Do you hold a public office? NO Are you employed by the City? NO

Do you own property within the City limits? If so, have you maintained ownership for at least three years, and if not how long? YES TWO YEARS
Address of your property: SEE ABOVE

OR

NO within Dunnellon

Do you own a business within the City limits? If so, have you maintained ownership for at least three years, and if not how long? NO
Address of your propety _____

Please check the board(s) you are interested in serving on:

___Planning Commission ___Tree Board

___Historic Preservation Board ___CRA Advisory Board

___Utility Advisory Board

I would be happy to serve in any capacity deemed in need. *

State any additional information you feel may be helpful in considering your qualifications to serve on a city board.

Board MAR Pittston City Redevelopment Authority - Pennsylvania 1982 to 2016 - Chairman from 1988 to 2016

Board MAR Luzerne County Redevelopment Authority 2008 to 2012 Two years Vice Chairman

May we submit your application for the board(s) of your choice when vacancies occur rather than phone you? YES

Your signature indicates that you have read and understand the Code requirements below for the City Board(s) you are applying for including any requirement to file a Statement of Financial Interest. All Board/Commission members shall conduct themselves in a manner consistent with Resolution 2013-07, "Public Code of Ethical Conduct," as may be amended from time to time.

Signature: [signature] Date: August 26, 2016

This application is effective for one year from the date of completion. Please call the Community Development Office 465-8500 ext. 1010 if you have any questions. Form Amended 03/11/2015.

U:\dawn_bowne\Forms\Blank Board Member Application 03112015.doc

DESCRIPTION AND CODE REQUIREMENTS FOR CITY BOARDS

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This board meets on the third Tuesday of each month.

City of Dunnellon
NOV 2 3 2016
RECEIVED
lw 10:46

City of Dunnellon
City Board Member Application

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Name: LOUISE KENNY Home Telephone: 465-1003

Cell Number 445-9048 Best to contact you at home, work or cell? _____

Do you reside within the City limits of Dunnellon, how long? 25 YEARS

Home Address 19970 IBIS COURT, DUNNELLON, FL 34432

If employed, by whom: N-A

Business Address: _____ Business Telephone _____

Email Address: **(This is a requirement in order to receive agenda materials)**
lkflgator@yahoo.com

Briefly describe your education and experience: You can attach an additional page.
Retired high school teacher, licensed Florida broker presently inactive status, former member of the Dunnellon Planning Commission, former councilwoman City of Dunnellon, former liasion for the Dunnellon Planning Commission

Are you a registered Voter? Yes

Do you hold a public office? No Are you employed by the City? No

Do you own property within the City limits? If so, have you maintained ownership for at least three years, and if not how long? Yes, 25 years
Address of your property: 19970 Ibis Court, Dunnellon, Fl 34432

Do you own a business within the City limits? If so, have you maintained ownership for at least three years, and if not how long? Yes
Address of your propety same as above

Please check the board(s) you are interested in serving on:

X Planning Commission
___ Tree Board
___ Historic Preservation Board
___ CRA Advisory Board
___ Utility Advisory Board

City of Dunnellon
NOV 23 2016
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10:46

State any additional information you feel may be helpful in considering your qualifications to serve on a city board.

I am submitting this application at the invitation of the chairwoman of the Dunnellon Planning Commission, Brenda D'Arville

May we submit your application for the board(s) of your choice when vacancies occur rather than phone you? Yes

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Signature: [signature] Date: 11-23-2016

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U:\dawn_bowne\Forms\Blank Board Member Application 03112015.doc

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This board meets on the third Tuesday of each month.

Meeting Date: Jan 4, 2017

From (Dept.): Community Development

Signature: _____ for L Smith
Department Director

Approved for Agenda: _____ for DMB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

Subject: Multiple Board Appointments - New Applicants, Renewals and Filling Vacancies for Unexpired Terms

Request for Approval:

Summary Explanation and Background:
Please see attached detail.

Fiscal Information:

_____ - _____ _____ _____ - _____ _____ - _____
Project No.
(If applicable)

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Staff recommends approval.

Initiated by: TAM / _____

Revision: Mar 24, 2015

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APPOINTMENT WORKSHEET

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Signature: _____ for L Smith
Department Director

Approved for Agenda: _____ for DMB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

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Initiated by: TAM / _____

Revision: Mar 24, 2015

BOARD / COMMISSION
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MR.MOUGHAN@GMAIL.COM

Briefly describe your education and experience: You can attach an additional page.
ASSOCIATE BUSINESS MANAGEMENT 40 YEAR EMPLOYEE LUZERNE COUNTY CONTROLLER - PA ACCTS PAYABLE and INTERNAL AUDITOR - [redacted]

Are you a registered Voter? YES

Do you hold a public office? NO Are you employed by the City? NO

Do you own property within the City limits? If so, have you maintained ownership for at least three years, and if not how long? YES TWO YEARS
Address of your property: SEE ABOVE

OR

NO within Dunnellon

Do you own a business within the City limits? If so, have you maintained ownership for at least three years, and if not how long? NO
Address of your propety _____

Please check the board(s) you are interested in serving on:

___Planning Commission ___Tree Board

___Historic Preservation Board ___CRA Advisory Board

___Utility Advisory Board

I would be happy to serve in any capacity deemed in need. *

State any additional information you feel may be helpful in considering your qualifications to serve on a city board.

Board MAR Pittston City Redevelopment Authority - Pennsylvania 1982 to 2016 - Chairman from 1988 to 2016

Board MAR Luzerne County Redevelopment Authority 2008 to 2012 Two years Vice Chairman

May we submit your application for the board(s) of your choice when vacancies occur rather than phone you? YES

Your signature indicates that you have read and understand the Code requirements below for the City Board(s) you are applying for including any requirement to file a Statement of Financial Interest. All Board/Commission members shall conduct themselves in a manner consistent with Resolution 2013-07, "Public Code of Ethical Conduct," as may be amended from time to time.

Signature: [signature] Date: August 26, 2016

This application is effective for one year from the date of completion. Please call the Community Development Office 465-8500 ext. 1010 if you have any questions. Form Amended 03/11/2015.

U:\dawn_bowne\Forms\Blank Board Member Application 03112015.doc

DESCRIPTION AND CODE REQUIREMENTS FOR CITY BOARDS

PLANNING COMMISSION: (This Board also serves as the Board of Adjustment)
In accordance with Article II, Section 94-31 of the City of Dunnellon Code of Ordinances:

Members of this board are required to file a FORM I, Statement of Financial Interest within 30 days of your appointment to the Commission and annually thereafter for each year you are a member in order to avoid penalties by the State of Florida, Commission on Ethics. Upon separation of the board you are also required to file a FORM 1F, Final Statement of Financial Interest.

This Commission consists of five (5) members, (2) alternate members serving a three (3) year term. A minimum of three members and one alternate shall be residents of the City. A maximum of two members and one alternate may be non-resident property owners and/or non-resident business owners. Non-resident property owners and/or non-resident business owners must have owned property and/or owned a business within the City for three years prior to being eligible for said appointment. No member of Planning Commission shall be a paid employee or elected official of City. Members of the Commission will act in an advisory capacity to the City Council relating to zoning and land use issues and as the local planning agency making recommendations to the Dunnellon City Council.

This board meets on the third Tuesday of each month.

City of Dunnellon
NOV 2 3 2016
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lw 10:46

City of Dunnellon
City Board Member Application

Some of the questions and information below is needed to determine eligibility for certain boards, not all of them. All information must be provided in order to process your application. Please type or very clear, easy to read print. See description of boards for eligibility requirements.

Name: LOUISE KENNY Home Telephone: 465-1003

Cell Number 445-9048 Best to contact you at home, work or cell? _____

Do you reside within the City limits of Dunnellon, how long? 25 YEARS

Home Address 19970 IBIS COURT, DUNNELLON, FL 34432

If employed, by whom: N-A

Business Address: _____ Business Telephone _____

Email Address: **(This is a requirement in order to receive agenda materials)**
lkflgator@yahoo.com

Briefly describe your education and experience: You can attach an additional page.
Retired high school teacher, licensed Florida broker presently inactive status, former member of the Dunnellon Planning Commission, former councilwoman City of Dunnellon, former liasion for the Dunnellon Planning Commission

Are you a registered Voter? Yes

Do you hold a public office? No Are you employed by the City? No

Do you own property within the City limits? If so, have you maintained ownership for at least three years, and if not how long? Yes, 25 years
Address of your property: 19970 Ibis Court, Dunnellon, Fl 34432

Do you own a business within the City limits? If so, have you maintained ownership for at least three years, and if not how long? Yes
Address of your propety same as above

Please check the board(s) you are interested in serving on:

X Planning Commission
___ Tree Board
___ Historic Preservation Board
___ CRA Advisory Board
___ Utility Advisory Board

City of Dunnellon
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10:46

State any additional information you feel may be helpful in considering your qualifications to serve on a city board.

I am submitting this application at the invitation of the chairwoman of the Dunnellon Planning Commission, Brenda D'Arville

May we submit your application for the board(s) of your choice when vacancies occur rather than phone you? Yes

Your signature indicates that you have read and understand the Code requirements below for the City Board(s) you are applying for including any requirement to file a Statement of Financial Interest. All Board/Commission members shall conduct themselves in a manner consistent with Resolution 2013-07, "Public Code of Ethical Conduct," as may be amended from time to time.

Signature: [signature] Date: 11-23-2016

This application is effective for one year from the date of completion. Please call the Community Development Office 465-8500 ext. 1010 if you have any questions. Form Amended 03/11/2015.

U:\dawn_bowne\Forms\Blank Board Member Application 03112015.doc

DESCRIPTION AND CODE REQUIREMENTS FOR CITY BOARDS

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In accordance with Article II, Section 94-31 of the City of Dunnellon Code of Ordinances:

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This board meets on the third Tuesday of each month.

Meeting Date: Jan 4, 2016	**Official Use Only**
From (Dept.): City Clerk	Reviewed by City Attorney: 12/12/2016
Signature: Department Director	Council Action:
Approved for Agenda: City Manager	Date:

Subject: Motorola Lease-Purchase #LEA2016-05 for Fire and Police Public Safety Radio Communications

Request for Approval: Ratify Attorney Changes post 12/12/16 meeting review

Summary Explanation and Background:

Following approval of the lease agreement at the 12/12/2016 City Council meeting, Attorney Hand found it necessary to make changes to the lease agreement. The amended lease agreement is being presented to Council to ratify the changes. The indemnification section (Section 14) was revised to provide the City with necessary protections and limit the City's liability for potential claims.

Fiscal Information:

_____ - _____ _____ _____ - _____ _____ - _____

Project No. (If applicable)

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Ratify Attorney Hand's changes to the lease agreement

Initiated by: AH /

From:	Dawn Bowne
To:	Mandy Roberts; Lynn Wyland; Loretta Barton; Troy Slattery
Subject:	Fw: Attached Image
Date:	Wednesday, December 14, 2016 7:11:23 AM
Attachments:	4539_001.pdf ATT00001.htm

Mandy, this appears to be the final clean copy of the fire/police radio purchase contract with Andrew's changes post approval Monday night as he found several issues that needed corrected before being signed. Please prepare for mayor signature today asap and it should saved to be ratified by council in January because of changes. Loretta please put in follow up file for council workshop.

Let me know of you received this email asap because of email issues.

Sent from my Verizon 4G LTE Smartphone

------ Original message------
From: Andrew Hand
Date: Tue, Dec 13, 2016 1:24 PM
To: Dawn Bowne;Troy Slattery;
Subject: Fwd: Attached Image

Sent from Andrew's iPhone

Begin forwarded message:

> **From:** "Bill Stancik" <bill.stancik@motorolasolutions.com>
> **To:** "Andrew Hand" <ahand@shepardfirm.com>, "Michelle Poole" <michelle.poole@motorolasolutions.com>
> **Subject: Fwd: Attached Image**
>
> clean copy of lease for signatures
> ---------- Forwarded message ----------
> From: <noreply@motorolasolutions.com>
> Date: 2016-12-13 11:42 GMT-06:00
> Subject: Attached Image
> To: Bill Stancik <bill.stancik@motorolasolutions.com>

--
Motorola Solutions Credit Company LLC
Customer Financing / Finance Mgr
500 W. Monroe / 44th floor
Chicago, IL 60661
email: bill.stancik@motorolasolutions.com
office: 847-538-4531

MOTOROLA SOLUTIONS

November15, 2016

Chief McQuaig
CITY OF DUNNELLON
12014 S. Williams Street
Dunnellon FL 34432

RE: Municipal Lease #24017

Dear Chief McQuaig:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24017 are valid for contracts that are executed and returned to Motorola on or before December 15, 2016 After 12/15/16, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

ELPA FL Short C 72816

EQUIPMENT LEASE-PURCHASE AGREEMENT

#LEA2016-05

Lease Number: 24017

LESSEE:

CITY OF DUNNELLON
12014 S. Williams Street
Dunnellon FL 34432

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto *("Equipment")* in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement *("lease")*.

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto *("lease Term")*.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A *("Equipment Location")*. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that

the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. **REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the *"Contract")* covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee *("Assignee").* LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCT ION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the *"Code");* (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and **(ix)** Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor

unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment that result from the Lessee's sole negligence, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Nothing herein shall be deemed a waiver of the City's sovereign immunity beyond that described in Section 768.28, Florida Statutes. The City's indemnification shall be limited to $200,000 for a single claim and $300,000 for multiple claims arising out of the same incident, as set forth in § 768.28(5), Florida Statutes, whether the claim(s) sound in contract or tort.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of

certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of Florida.

22. VENUE, ATTORNEY'S FEES. Venue for any action for claims arising from or relating to claims arising from this Agreement shall lie in Marion County, Florida. The prevailing party in any action, lawsuit, appeal, or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.

23. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

24. ENTIRE AGREEMENT; WAIYER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 24017

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24017** ("Lease"), between Lessor and CITY OF DUNNELLON, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: **December 1, 2016**
First Payment Due Date: **December 1, 2017**

3 annual payments of $58,169.67 as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Dunnellon (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/1/2016	$ 174,509.00	1		
2	Payment	12/1/2017	$ 58,169.67	3	Annual	12/1/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/1/2016				$174,509.00
1	12/1/2017	$ 58,169.67	$ -	$ 58,169.67	$116,339.33
2	12/1/2018	$ 58,169.67	$ -	$ 58,169.67	$ 58,169.66
3	12/1/2019	$ 58,169.67	$ 0.01	$ 58,169.66	$ -

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is $165,397.25 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.73%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: $174,509

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on ~~November~~ December 12th, 2016 following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF DUNNELLON (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby desigates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name
CITY OF DUNNELLON

2 Issuer's employer identification number (EIN)
596000311

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
12014 S. Williams Street

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Dunnellon FL 34432

7 Date of issue
12/1/2016

8 Name of issue
Equipment Lease-Purchase Agreement 24017

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	165,397.25
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/19	$ 165,397.25	$ 165,397.25	3 years	2.73 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	165,397.25
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Walter Green — 12-14-2016 — ▶ Walter Green, Mayor

Signature of issuer's authorized representative — Date — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24017** to that Equipment Lease Purchase Agreement number **24017** will be maintained by CITY OF DUNNELLON as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Florida Municipal Insurance Trust

Name of insurance provider

P.O. Box 530065

Address of insurance provider

Orlando, FL 32853

City, State and Zip Code

800-445-6248

Phone number of local insurance provider

msolis@flcities.com or ahanson@flcities.com

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24017** , City of Dunnellon hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	$1,000,000	10/1/16	10/1/17	FMIT0150
Property Damage	$1,000,000	10/1/16	10/1/17	FMIT0150
Public Liability	$1,000,000	10/1/16	10/1/17	FMIT0150

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 24017 to that Equipment Lease Purchase Agreement number24017. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24017 and list any deductibles

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

   Fire Rescue and Law Enforcement Communications

2. Why is the equipment essential to the operation of CITY OF DUNNELLON?

   Fire & Police communication with each other and dispatch

3. Does the equipment replace existing equipment? Yes

   If so, why is the replacement being made?

   Equipment is nearing the end of service/repair. Outdated/parts unavailable

4. Is there a specific cost justification for the new equipment? Yes

   If yes, please attach outline of justification.

   City receiving discount price by participating in the purchase with Marion County

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? 1 cent sales tax revenue

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address: City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

   E-mail Address: AccountsPayable@Dunnellon.org

   Attention: Sue Lavac

   Phone: 352-465-8500

2. Lessee County Location: Marion County

3. Federal Tax I.D. Number 596000311

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: Public Safety Communications

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: Troy Slattery
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

   Phone: 352-465-8595 Cell #: 352-445-1150

   Fax: 352-465-8505

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.
Equipment Lease Purchase Agreement No.: 24017 Lease Schedule A No. : 24017

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#24017. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF DUNNELLON

By: _____

Date: _____

LESSEE:
CITY OF DUNNELLON

By: Walter Allen

Title: Mayor 12/14/16

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

Title: Authorized Signatory

CERTIFICATE OF INCUMBENCY

I, Amanda Roberts do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of CITY OF DUNNELLON, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number24017 between CITY OF DUNNELLON and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF DUNNELLON hereto this 14th day of December, 2016.

By: _____ SEAL
(Signature of Secretary/Clerk)

Approved as to form and legal sufficiency:

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement# 24017 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

_____
Attorney for CITY OF DUNNELLON

25. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December, 2016

PROCLAMATION #PRO2017-01

COMMEMORATING CITY OF DUNNELLON SCHOOL CHOICE WEEK

WHEREAS, all children in the City of Dunnellon should have access to the highest-quality education possible; and

WHEREAS, the City of Dunnellon recognizes the important role that an effective education plays in preparing all students in the City of Dunnellon to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of the City of Dunnellon; and

WHEREAS, the City of Dunnellon is home to a multitude of excellent education options from which parents can choose for their children; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, be it proclaimed the City Council of the City of Dunnellon, Florida, does hereby recognize January 22 – 28, 2017 as:

"City of Dunnellon School Choice Week"

and call this observance to the attention of all of our citizens.

PASSED and PROCLAIMED this 9th day of January 2017.

DUNNELLON CITY COUNCIL

_____
WALTER GREEN, Mayor

_____
RICHARD HANCOCK, Vice-Mayor

_____
CHARLES J. DILLON III, Councilman

_____
LARRY WINKLER, Councilman

_____
VALERIE HANCHAR, Councilwoman

ATTEST:

_____
Dawn M. Bowne, MMC
City Clerk, City of Dunnellon
State of Florida

NATIONAL SchoolChoice WEEK
JANUARY 22-28, 2017

SUGGESTED PROCLAMATION LANGUAGE

A Proclamation Commemorating City of Dunnellon School Choice Week

WHEREAS all children in City of Dunnellon should have access to the highest-quality education possible; and,

WHEREAS City of Dunnellon recognizes the important role that an effective education plays in preparing all students in City of Dunnellon to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of City of Dunnellon; and,

WHEREAS City of Dunnellon is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Nathan Whitt do hereby recognize January 22-28, 2017 as City of Dunnellon **SCHOOL CHOICE WEEK**, and I call this observance to the attention of all of our citizens.

INSTRUCTIONS:

- To download a copy of this language in Word format, visit www.schoolchoiceweek.com/proclamations.
- If you issue a proclamation, please send a .pdf copy of the proclamation to Noelle DeLaney at Noelle@schoolchoiceweek.com, so that we may recognize you for participating.
- If you choose to send a hard copy of an issued proclamation, please send it to: Noelle DeLaney, National School Choice Week, 28 Paul Drive, San Rafael, California 94903.

Cities and Counties Issuing School Choice Week Proclamations in 2016

Albany County, New York
Allen, Texas
Amador County, California
Amarillo, Texas
Apple Valley, California
Arlington Heights, Illinois
Arlington, Texas
Armstrong County, Pennsylvania
Atlantic City, New Jersey
Aurora, Colorado
Austin, Texas
Avondale, Arizona
Baker County, Oregon
Baltimore, Maryland
Bannock County, Idaho
Bay St. Louis, Mississippi
Beaverton, Oregon
Benewah County, Idaho
Bessemer, Alabama
Bethlehem, Pennsylvania
Billings, Montana
Biloxi, Mississippi
Birmingham, Alabama
Bloomington, Illinois
Bolingbrook, Illinois
Boynton Beach, Florida
Broome County, New York
Bucks County, Pennsylvania
Cache County, Utah
Camden, New Jersey
Carbon County, Pennsylvania
Cascade County, Montana
Charleston, South Carolina
Charlotte, North Carolina
Chattanooga, Tennessee
Chautauqua County, New York
Clark County, Nevada
Cleveland, Ohio
Clifton, New Jersey
Cloud County, Kansas
Cobb County, Georgia
Columbus, Georgia
Concord, New Hampshire
Costa Mesa, California
Crest Hill, Illinois
Crook County, Wyoming
Davenport, IA
Dayton, Ohio
De Baca County, New Mexico
Dearborn, Michigan
Deltona, Florida
Denton, Texas
Denver, Colorado
DeSoto County, Florida
Echo, Minnesota
El Cajon, California
Elgin, Illinois
Erie , New York
Fort Bend County, Texas
Fort Lauderdale, Florida
Frederick County, Maryland
Fremont County, Wyoming
Fullerton, California
Fulton County, Georgia
Gainesville, Florida
Garden Grove, California
Garland County, Arkansas
Gary, Indiana
Gilbert, Arizona
Gilchrist County, Florida
Goldsboro, North Carolina
Gooding County, Idaho
Greeley, Colorado
Greene County, New York
Greenville, South Carolina
Hamilton County, Ohio
Hancock County, Maine
Hawaii County, Hawaii
Henderson, Nevada
Hernando County, Florida
Hesperia, California
Highland Village, Texas
Hillsborough County, Florida
Hilo County, Hawaii
Hilton Head Island, South Carolina
Hoover, Alabama
Indian River County, Florida
Indio, California
Irving, Texas
Irvington, New Jersey
Jackson County, Missouri
Jackson County, Oregon
Jackson, Mississippi
Jacksonville, Florida
Jefferson County, Missouri
Johnson County, Kansas
Johnson County, Wyoming
Joliet, Illinois
Kalamazoo, Michigan
Kansas City, Missouri
Kent County, Michigan
Kent, Washington
Killeen, Texas
Kissimmee, Florida
La Paz County, Arizona
Laguna Niguel, California
Laguna Niguel, California
Lake , Florida
Lake County, Oregon
Lakeland, Florida
Lakewood, Colorado
Largo, Florida
Las Cruces, New Mexico
Lauderhill, Florida
League City, Texas
Lee County, Florida
Lehigh County, Pennsylvania
Lewis County, New York
Lewisville, Texas
Los Angeles County, California
Loudon County, Virginia
Lyon County, Nevada
Madera County, California

Cities and Counties Issuing School Choice Week Proclamations in 2016

Madison County, Alabama
Mahoning County, Ohio
Maitland, Florida
Manatee County, Florida
Mansfield, Ohio
Manteca, California
Marion County, Florida
Marion County, Kansas
Mariposa County, California
Medford, Oregon
Melbourne, Florida
Memphis, Tennessee
Miami Gardens, Florida
Miami, Florida
Midland, Texas
Milpitas, California
Miramar, Florida
Mission Viejo, California
Modoc County, California
Montgomery, Alabama
Moreno Valley, California
Nashville, Tennessee
Nassau County, Florida
Nassau County, New York
New Bedford, Massachusetts
New Orleans, Louisiana
Newport News, Virginia
Norfolk, Virginia
O'Fallon, Missouri
Oakland County, Michigan
Oceanside, California
Orange County, New York
Orange, New Jersey
Orlando, Florida
Oswego County, New York
Ozark, Missouri
Palatine, Illinois
Palm Bay, Florida
Pasco County, Florida
Paterson, New Jersey
Pembroke Pines, Florida
Pensacola, Florida
Peoria County, Illinois
Peoria, Arizona
Pharr, Texas
Phoenix, Arizona
Placer County, California
Plantation, Florida
Pompano Beach, Florida
Portsmouth, Virginia
Prince George's County, Maryland
Prince William County, New York
Racine County, Wisconsin
Redondo Beach, California
Reno, Nevada
Richardson, Texas
Richland County, South Carolina
Richmond, Virginia
Rio Ranch, New Mexico
Rockland County, California
Rockland County, New York
Roseville, California
Sacramento County, California
Sacramento, California
Saint Charles City, Missouri
Saint Joseph, Missouri
San Antonio, Texas
San Luis Obispo County, California
San Mateo County, California
San Ramon, California
Santa Clara, California
Santa Cruz County, Arizona
Santa Rosa, California
Scottsdale, Arizona
Sedgwick County, Colorado
Sedgwick County, Kansas
Sedgwick County, Kansas
Sheridan County, Wyoming
Shreveport, Louisiana
Sioux City, Iowa
Smith County, Texas
Somerset County, Pennsylvania
Sonoma County, California
Springdale, Arkansas
Springfield, Massachusetts
St. Charles, Missouri
St. Louis, Missouri
Stanislaus County, California
Sumner County, Tennessee
Sumter County, Florida
Suwannee County, Florida
Tacoma, Washington
Tampa, Florida
Temecula, California
Thornton, Colorado
Thousand Oaks, California
Tracy, California
Tulsa, Oklahoma
Tuscaloosa, Alabama
Tyler, Texas
Uintah County, Utah
Upland, California
Vacaville, California
Vallejo, California
Vancouver, Washington
Venango County, Pennsylvania
Victorville, California
Volusia County, Florida
Waldo County, Maine
Walton County, Florida
Warren County, Pennsylvania
Warwick, Rhode Island
Wasatch County, Utah
Washington County, Pennsylvania
Washington, DC
Waterbury, Connecticut
Watertown, South Dakota
West Palm Beach, Florida
Wichita Falls, Texas
Will County, Illinois
Will County, Illinois
Woodbury, Minnesota
Woodstock, Georgia
Yamhill, Oregon
Yavapai County, Arizona

CITRUS PUBLISHING
ATTN: LEGAL DEPARTMENT
1624 N MEADOWCREST BLVD
CRYSTAL RIVER, FL 34429
352-726-0902 PHONE
352-726-9603 FAX

City of Dunnellon
Attn. Jan Smith
20750 River Drive
Dunnellon, FL 34431

INVOICE

7280-1229 RIV
CITY OF DUNNELLON

City of Dunnellon Grant for Police Dept.
Riverland News Display Advertisement
Display Advertisement A/R #071-541958
I/O 000 P XBU
2 columns x 3" ad, 1 x run
Dec. 29, 2016 - $38.50

City of Dunnellon
JAN 03 2016
RECEIVED

TOTAL COST: $ 38.50

NOTE:
Please allow this invoice to notify you of cost for the aforementioned legal display advertisement that is provided for your records. You will also receive a monthly billing statement, from our Accounting Department. Please reference AR # 071-541958 on your check when making payment. This will assist us with properly crediting your account.
Thank you ≈ Mary Ann

Proof of Publication

from the

RIVERLAND NEWS

Dunnellon, Marion County, Florida

PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF MARION
Before the undersigned authority personally appeared

Mary Ann Naczi and/or John Murphy and/or Mishayla Coffas

Of the Riverland News, a newspaper published weekly at Dunnellon, in Marion County, Florida, that the attached copy of advertisement being a public notice in the matter of the

Insertion Order: 000PXBU
Legal number: 7280-1229 RIV
Description: City of Dunnellon – Grant for Police Dept.
Display Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date of publication: Dec. 29, 2016.

Affiant further says that the Riverland News is a Newspaper published at Dunnellon in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in Marion County, Florida, each week and has been entered as second class mail matter at the post office in Dunnellon in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Ann Naczi

The forgoing instrument was acknowledged before me

This 29th day of December, 2016

By: Mary Ann Naczi and/or John Murphy and/or Mishayla Coffas

who is personally known to me and who did take an oath.

Mishayla Coffas

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MISHAYLA COFFAS
MY COMMISSION #FF177190
EXPIRES November 18, 2018
(407) 398-0153 FloridaNotaryService.com

7280-1229 RIV

CITY OF DUNNELLON
PUBLIC NOTICE

The City of Dunnellon will hold a public meeting on Monday, January 9, 2017 at 5:30 PM in City Hall, 20750 River Drive, for the general public to inform them of a plan to file an application for Federal Assistance, for the purchase of two new police vehicles and a computer server and switch for the Police Department, with the USDA Rural Development Community Facilities Grant Program. The purpose of the meeting is to give the citizenry an opportunity to become acquainted with the proposed project and to comment on such items as economic and environmental impacts, service area and alternatives to the project.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Assistant City Clerk at (352) 465-8500 at least 48 hours prior to the meeting.

000PXBU

City of Dunnellon
JAN 03 2016
RECEIVED

Proof of Publication

from the

RIVERLAND NEWS

Dunnellon, Marion County, Florida

PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF MARION
Before the undersigned authority personally appeared

Mary Ann Naczi and/or John Murphy and/or Mishayla Coffas

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000PXBU

City of Dunnellon
JAN 03 2016
RECEIVED

Meeting Date: January 4, 2016

From (Dept): Finance

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: AGR2016-46 Application for USDA Grant –Police Department Vehicles and Equipment

SUMMARY EXPLANATION & BACKGROUND: Staff submitted a "pre-application for a grant from USDA. The pre-application successfully passed the review. We now have the opportunity to apply for a grant from USDA for 2 police vehicles and equipment and a server and switch. The total cost is $92,054. The grant will fund $69,040 (75%) and the City's match of $24,014 (25%) will come from the Law Enforcement Forfeiture Reserve. The Forfeiture Reserve balance is $28,972.58 as of 11/30/16.

If the City is awarded the grant a resolution will be presented to council to amend the FY 2016-2017 budget to transfer in reserves from the Law Enforcement Forfeiture Reserve to use as the City's 25% grant match.

FISCAL INFORMATION: Budget amendment to allow for use of forfeiture reserve

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize staff to move forward with the USDA Grant Application and have the Mayor sign all required grant application forms

Initiated by: MM/js

Ad#:000PXBU Date:12/29/16 Day:THU Size:2X3
Cust:541958 Salesperson:771 Last Edited
By:LINDA SKILLMAN Pub:RIVERLAND NEWS Tag
Line:7280-1229 RIV CITY OF DUNNELLON GRANT
FOR POLICE DEPT.+7280-1229 RIV CITY OF Color
Info:

000PXBU - Page 1 - Composite

7280-1229 RIV

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000PXBU

CITRUS COUNTY CHRONICLE
www.chronicleonline.com

Publication	Proof Corrections Due	Approved By
Riverland 12/29	BEFORE 3:00 12/23	

1624 N. Meadowcrest Blvd., Crystal River FL, 34429 adsc@chronicleonline.com Fax 352-563-3260 352-563-3247
Failure to respond by Proof Correction Deadline will be deemed as acceptance of ad.

U.S. DEPARTMENT OF AGRICULTURE

NOTICE OF PREAPPLICATION REVIEW ACTION

From: USDA Rural Development
(Department, bureau, or establishment)

Agency Number

To: City of Dunnellon
12014 S Williams Street
Dunnellon, FL 34432

Reference Your Preapplication Number

Dated: 11-22-2016

1. We have reviewed your preapplication for Federal assistance under CF Program and have determined that your proposal is:
   - ✓ eligible for funding by this agency and can compete with similar applications from other grantees.
   - ____ eligible but does not have the priority necessary for further consideration at this time.
   - ____ not eligible for funding by this agency.
2. Therefore, we suggest that You:
   - ✓ file a formal application with us by (date) 12-31-2016
   - ____ file an application with ____ (Suggested Federal agency).
   - ____ find other means of funding this project.
3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year) 10-17.
4. You requested $ 69,040.00 Federal funding in your preapplication form, and we:
   - ✓ are agreeable to consideration of approximately this amount in the formal application.
   - ____ will need to analyze the amount requested in more detail.
5. A preapplication conference will be ____ necessary ✓ not necessary. We are recommending that it be held at ____, on ____, at ____ a.m./p.m. Please contact the undersigned for confirmation.
6. Enclosures: ✓ Forms ____ Instructions ____ Other (Specify) ____
7. Other Remarks:

Signature	Title	Date
Rebecca S L for	Area Director	11-22-2016
Organizational Unit: USDA RD	Administrative Office: Ocala Area Office	Telephone Number: (352) 732-9796

Address
2441 NE 3rd Street, Suite 204-1
Ocala, Florida 34470

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

FORM AD 622 (12-72)

November 22, 2016

ATTACHMENT TO FORM AD-622

City of Dunnellon
CF Program Application
Purchase Police Vehicles and Switch and Server

The action taken herein is based upon representations made in your preliminary application materials. Any changes, including but not limited to changes in cost, size, or scope of services, sources of funds, etc., may adversely affect this decision and must be reported to and approved by USDA Rural Development in writing. Any changes not approved by USDA Rural Development will be cause for USDA Rural Development to discontinue processing your request for services. All applicants requesting changes will be required to give full justification for each change, and if USDA Rural Development approval is not given, written reasons will be given with a 30-day negotiation period to resolve the differences.

This action should not be misconstrued as a reservation of funds, the availability of funds, or loan approval.

Grant processing will continue based upon a grant not to exceed the amount specified on this Form AD-622 and will be in accordance with the requirements contained and referenced in RD Instruction 3570-B.

If a complete application has not been submitted to USDA Rural Development by the date specified on the face of form AD-622, USDA Rural Development reserves the right to discontinue processing your grant request with 30 days written notice. If a longer time frame to develop your application is necessary, you should submit a request in writing with specific reasons why a longer time frame is required with a projected date to accomplish such action. Failure to submit a complete application, or request a longer time frame, will be considered a lack of interest on your part and a request to withdraw the pre-application. Continued processing after such withdrawal, would require a new pre-application to be submitted, rated and ranked without regard to previous processing priorities.

Rural Development • Ocala Area Office
2441 NE 3rd Street, Suite 204-1, Ocala, FL 34470
Voice (352)732-9796 • Fax 855-474-6990

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint form AD -3027, found online at http://www.ascr.usda gov/complaint_filing_cust.hml and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by mail at U.S. Department of Agriculture, Office of the Assistant Secretary of Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; by fax at (202)690-7442 or by email at program.intake@usda.gov

USDA is an equal opportunity provider, employer and lender

Page Two
City of Dunnellon
Attachment to AD-622

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered or which would have an adverse effect on the environment. Satisfactory completion of the environmental review process in accordance with RD Instruction1940-G must occur prior to loan approval. The issuance of this notice does not constitute site approval, if applicable.

The following items must be completed and submitted to USDA Rural Development for review/approval:

FL Guide 9, Certificate of Public Meeting

Form SF 424, Application for Federal Assistance - already have document

Form RD 1942-54, Applicant's Feasibility Report

Form RD 1942-47, Loan Resolution

Guide 14, Legal Services Agreement with attachment, if applicable

Form RD 400-1, Equal Opportunity Agreement

Form RD 400-4, Assurance Agreement

Current operating budget

Letter of support from the County

Letter from City giving evidence of the $23,014.00 contribution

Form AD 1049, Certification Regarding Drug Free……

Form AD 1047, Certification Regarding Debarment, Suspension……

FL Instruction 1942-Q, Exhibit A-1, Certification for Contracts, Grants and Loans

EQUIPMENT PROCUREMENT INFORMATION

Jan Smith

From: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Sent: Wednesday, November 23, 2016 8:01 AM
To: Jan Smith
Cc: Mike McQuaig
Subject: CF Grant Application
Attachments: 2859_001.pdf; DUNNELLON CITY OF_AD1047.pdf; DUNNELLON CITY OF_AD1049.pdf; DUNNELLON CITY OF_RD400-1.pdf; DUNNELLON CITY OF_RD400-4.pdf; DUNNELLON CITY OF_RD1940-Q.pdf; DUNNELLON CITY OF_RD1942-47.pdf; DUNNELLON CITY OF_RD1942-54.pdf; DUNNELLON CITY OF_RD1942-AGUIDE14.pdf; DunnellonGuide 09 Certificate of Public Meeting.doc; CF Public Meeting Info.pdf

Good Morning Jan,

We have determined that the City is eligible to apply for CF Grant Funds to purchase new police vehicles along with a new server and switch. I have attached the documents that will be needed in order to complete this application.

Once you review this information, if you have any questions, please let me know.

Thank you and I wish you a Happy and Safe Thanksgiving Holiday.

Rebecca S. Manning
Area Specialist
Rural Development
United States Department of Agriculture
2441 NE 3rd Street, Suite 204-1 | Ocala, FL 34470
Phone: (352) 732-9796 ext 123| Fax: (855) 474-6990
http://www.rd.usda.gov/fl |"Committed to the future of rural communities"

Stay Connected with USDA:

USDA is an equal opportunity provider, employer and lender.

From: NetCopy@one-mail.fsc.usda.gov [mailto:NetCopy@one-mail.fsc.usda.gov]
Sent: Wednesday, November 23, 2016 9:06 AM
To: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Subject: Attached Image

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

CERTIFICATE OF PUBLIC MEETING

This is to certify that City of Dunnellon conducted a public
Name of Organization
Public meeting on January 9, 2017 at 20750 River Drive, Dunnellon, FL to
Date Location
Give the citizens an opportunity to become acquainted with the proposed

USDA Grant and to comment on such items as economic and environmental impacts, service area, alternatives to the project and other matters of concern. I further certify that notice of the meeting was published in a newspaper of general circulation in the service area, a notice was posted in this organization's principal office and a copy of the notice was furnished in the Rural Development office in Ocala, Florida.

A copy of the published notice and minutes of the public meeting are attached

hereto.

City of Dunnellon
Name of Organization

_____
By:

Walter Green
Mayor

Attest: _____
Dawn Bowne, Interim City Manager

U.S. Department of Agriculture
Rural Development

FORM APPROVED
OMB No. 0575-0120

APPLICANT'S FEASIBILITY REPORT

1. **Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

The Dunnellon Police Department consists of Six (6) full-time officers, One (1) Police Chief and Four (4) reserve officers. We provide law enforcement to the City of Dunnellon 24 hours a day, 7 days a week. We are dispatched by the Marion County communications center. We currently have the following vehicles:
(2) 2005 Crown Victoria-1 is a spare and in need of repair
(4) 2007 Crown Victoria
(1) 2008 Crown Victoria
(1) 2009 Ford SUV
(1) 2011 Ford Suv

2. **Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

(2) 2016 Ford Interceptor Utility AWD SUV $27,430 each for a total of $54,860. Method of procurement-state contract #FSA16-VEL24.0

Equipment for 2 marked patrol vehicles. $11,097 each for a total of $22,194.- Method of procurement-state contract #FSA16-VEL24.0

(1) Dell PowerEdge R710, 24 GB RAM and (1) Dell Catalyst C3650 48 port PoE switch. Total Cost $15,000. Method of procurement - state contract #WN08AGW Customer Agreement #43211500-WSCA-15-ACS

Grand Total Cost of Equipment $92,054

3. **Need for the Facility.** Indicate why the proposed facility is needed.

The grant funds will be used to replace older, high mileage patrol vehicles (greater than 100,000 miles). These vehicles require body painting, are consistently in need of repair and have outdated equipment.

The grant funds will also be used to purchase a server and switch for the Police Department. The current computers do not offer the capacity required to store and back up our data. The switch is required due to a network bottleneck preventing the ability to backup data in a timely manner.

4. **Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

City of Dunnellon, Marion County, FL; population 1,733; MHI $31,048.00

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250;and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503.
Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. **Cost Estimate.**

Development and construction	$
Land and rights	
Legal fees	
Architect and Engineer	
Equipment	92,054.00
Refinancing	
Other (describe)	
Total	$92,054.00

6. **Income.** List the sources and estimate the amount of expected revenue for a typical year.

No revenue from the Police Department

7. **Other Funds.** List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

City's contribution of $23,014.00

8. **Operating History.** If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
Mayor, City of Dunnellon	01-09-2017

Position 5

USDA
Form RD 1942-47
(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE Commission

OF THE DUNNELLON, CITY OF
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Police Cars and Equipment
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the DUNNELLON, CITY OF
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of zero dollars ($0.00)

pursuant to the provisions of Not Applicable; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is O575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:

    (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
    (b) Repairing or replacing short-lived assets.
    (c) Making extensions or improvements to the facility.

    Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed $ 69,040

    under the terms offered by the Government; that the Mayor

    and City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

    The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

    The vote was: Yeas _____ Nays _____ Absent _____.

IN WITNESS WHEREOF, the City Council of the DUNNELLON, CITY OF has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this 9th day of January, 2017.

(SEAL)

_____

By Walter Green

Attest:

Title Mayor

_____

Interim City Manager

Title

Form RD 400-1
(Rev. 5-00)

UNITED STATES DEPARTMENT OF AGRICULTURE

FORM APPROVED
OMB No. 0575-0018

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 01-09-2017 between DUNNELLON, CITY OF (herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds $10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of all rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

_____
Recipient

_____
Recipient

(CORPORATE SEAL)

DUNNELLON, CITY OF
Name of Corporate Recipient

Attest:

_____
Secretary

By _____
President

Position 3

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT

(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The DUNNELLON, CITY OF
(name of recipient)

20750 River Drive Dunnellon, FL 34431-
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:

   (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.

   (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.

   (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:

   (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.

   (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

   (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:

   (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.

   (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, DUNNELLON, CITY OF on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Recipient

January 9, 2017
Date

Attest: Dawn Bowne City Clerk
Title

Walter Green, Mayor
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

FY 2016-2017
ANNUAL BUDGET

LINE ITEM DETAIL

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	POLICE DEPARTMENT					
01521	10110 - EXECUTIVE SALARIES					52,000.00
	POLICE CHIEF 100%	0	1.00	52,000.00		52,000.00
01521	10120 - REGULAR SALARIES					219,982.00
	MECHANIC 10% OF $40,000	0	1.00	.00		.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	SERGEANT 100%	0	1.00	34,320.00		34,320.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	SERGEANT 100%	0	1.00	34,320.00		34,320.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	EVIDENCE CLERK/DISPATCHER 100%	0	1.00	26,874.00		26,874.00
	FOR EACH ADDITIONAL NEW OFFICER TOTAL SALARY, TAXES AND BENEFITS = $42,578	0	1.00	.00		.00
01521	10121 - LONGEVITY BONUS					375.00
	SERGEANT	0	1.00	100.00		100.00
	SERGEANT	0	1.00	175.00		175.00
	EVID CLK/DISP	0	1.00	100.00		100.00
01521	10140 - OVERTIME					15,000.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
01521	10150 - INCENTIVE PAY				3,000.00
	POLICE CHIEF	0	1.00	1,560.00	1,560.00
	SERGEANT	0	1.00	1,440.00	1,440.00
01521	10210 - FICA				18,176.00
	MECHANIC	0	1.00	.00	.00
	OFFICER	0	1.00	1,954.00	1,954.00
	SERGEANT	0	1.00	2,248.00	2,248.00
	OFFICER	0	1.00	1,954.00	1,954.00
	OFFICER	0	1.00	1,954.00	1,954.00
	SERGEANT	0	1.00	2,164.00	2,164.00
	OFFICER	0	1.00	1,954.00	1,954.00
	EVIDENCE CLERK/DISPATCH	0	1.00	1,672.00	1,672.00
	POLICE CHIEF	0	1.00	3,346.00	3,346.00
	OVERTIME WAGES	0	1.00	930.00	930.00
01521	10212 - MEDICARE				4,252.00
	POLICE CHIEF	0	1.00	783.00	783.00
	MECHANIC	0	1.00	.00	.00
	OFFICER	0	1.00	457.00	457.00
	SERGEANT	0	1.00	526.00	526.00
	OFFICER	0	1.00	457.00	457.00
	OFFICER	0	1.00	457.00	457.00
	SERGEANT	0	1.00	506.00	506.00
	OFFICER	0	1.00	457.00	457.00
	EVIDENCE CLERK/DISPATCH	0	1.00	391.00	391.00
	OVERTIME WAGES	0	1.00	218.00	218.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	10221 - FL. LEAGUE RETIREMENT-GENERAL					1,349.00
	MECHANIC	0	1.00	.00		.00
	EVIDENCE CLERK/DISPATCH	0	1.00	1,349.00		1,349.00
01521	10230 - HEALTH INSURANCE					52,485.00
	POLICE CHIEF	0	1.00	6,561.00		6,561.00
	MECHANIC	0	1.00	.00		.00
	OFFICER	0	1.00	6,561.00		6,561.00
	SERGEANT	0	1.00	6,560.00		6,560.00
	OFFICER	0	1.00	6,560.00		6,560.00
	OFFICER	0	1.00	6,560.00		6,560.00
	SERGEANT	0	1.00	6,561.00		6,561.00
	OFFICER	0	1.00	6,561.00		6,561.00
	EVIDENCE CLERK/DISPATCH	0	1.00	6,561.00		6,561.00
01521	10233 - LIFE INSURANCE					1,046.00
	POLICE CHIEF	0	1.00	195.00		195.00
	OFFICER	0	1.00	121.00		121.00
	SERGEANT	0	1.00	132.00		132.00
	OFFICER	0	1.00	121.00		121.00
	OFFICER	0	1.00	121.00		121.00
	SERGEANT	0	1.00	132.00		132.00
	OFFICER	0	1.00	121.00		121.00
	PROPERTY/EVIDENCE CLERK	0	1.00	103.00		103.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	10240 - WORKER'S COMPENSATION					8,595.00
	POLICE OFFICER	0	1.00	1,072.00		1,072.00
	POLICE SERGEANT	0	1.00	1,233.00		1,233.00
	POLICE OFFICER	0	1.00	1,072.00		1,072.00
	POLICE OFFICER	0	1.00	1,071.00		1,071.00
	POLICE SERGEANT	0	1.00	1,186.00		1,186.00
	POLICE OFFICER	0	1.00	1,072.00		1,072.00
	PROPERTY EVIDENCE/STAFF ASST	0	1.00	54.00		54.00
	POLICE CHIEF	0	1.00	1,835.00		1,835.00
01521	30340 - CONTRACTUAL SERVICES					576.00
	ALARM SYSTEM -ADT	0	1.00	576.00		576.00
01521	30400 - TRAVEL,LODGING,MILEAGE					510.00
	CJIS REGIONAL WORKSHOP	0	1.00	60.00		60.00
	FDLE HIGH LIABILITY TRAINING	0	1.00	450.00		450.00
	PUBLIC INFO TRAINING/MEDIA UPDATES	0	1.00	.00		.00
01521	30410 - TELEPHONE LAND LINES					1,769.00
	NEXVORTEX MONTHLY SERVICE	0	1.00	947.00		947.00
	JOMAR TECH SUPPORT	0	1.00	606.00		606.00
	DMS (AT&T)	0	1.00	216.00		216.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
01521	30412 - LONG DIST,CELL,NET				10,540.00
	CELL PHONES-VERIZON WIRELESS ACCT #322	0	1.00	8,452.00	8,452.00
	DOMAIN NAME RENEWAL	0	1.00	40.00	40.00
	EMAIL PROVIDER RENEWAL	0	1.00	120.00	120.00
	PSNET SMARTCITY $9.95/MONTH-DUNNPD.ORG	0	1.00	120.00	120.00
	BACKUP INTERNET- COMCAST	0	1.00	535.00	535.00
	INTERNET- FL FIBER NETWORKS	0	1.00	1,273.00	1,273.00
01521	30420 - POSTAGE				750.00
01521	30430 - ELECTRICITY				5,600.00
01521	30450 - INSURANCE(GENERAL)				29,944.00
	PROPERTY	0	1.00	1,825.00	1,825.00
	AUTO	0	1.00	3,342.00	3,342.00
	E&O	0	1.00	3,941.00	3,941.00
	GENERAL LIABILITY	0	1.00	18,422.00	18,422.00
	INLAND MARINE	0	1.00	1,533.00	1,533.00
	CRIME BONDS	0	1.00	279.00	279.00
	AD&D	0	1.00	552.00	552.00
	FIDUCIARY LIABILITY/WAIVER OF RECOURSE (POLICE AND FIRE ONLY)	0	1.00	50.00	50.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	30460 - REP/MNT BLDG & EQPT					30,726.00
	FIRE EXTINGUISHER MAINT	0	1.00	250.00		250.00
	PBT-CERT EQUIP/MAINT (5X3)	0	1.00	15.00		15.00
	BEACON-NETWORK SUPPORT	0	1.00	14,450.00		14,450.00
	ARTEMIS-SPAM-EMAIL/BARRACUDA	0	1.00	1,300.00		1,300.00
	PORTABLE/RADIO MAINT/REPAIR TRI-CO	0	1.00	2,539.00		2,539.00
	RMS SUPPORT - EIS 12 MOS	0	1.00	4,800.00		4,800.00
	CAD/MDT SUPPORT - TRI TECH	0	1.00	2,800.00		2,800.00
	TINT METER CERTIFICATION 4 @ 15 EA	0	1.00	60.00		60.00
	XEROX COPIER MAINT $140 X 12	0	1.00	1,680.00		1,680.00
	LIVESCAN MAINT	0	1.00	1,750.00		1,750.00
	SMARTNET SWITCH WARRANTIES	0	1.00	700.00		700.00
	FIREWALL SUPPORT	0	1.00	382.00		382.00
01521	30470 - PRINTING & BINDING					1,500.00
	BUSINESS CARDS EVIDENCE FORMS CITATION BOOKS AND FORMS VARIOUS REPORT FORMS/VICTIM	0	1.00	1,500.00		1,500.00
	ORIGINAL REQUEST $3,000					
01521	30490 - OTHER CHARGES					2,220.00
	PSYCH EXAM X 2	0	1.00	900.00		900.00
	ORIGINAL REQUEST $1,800					
	PHYSICALS/DRUG TEST $260 X 2	0	1.00	520.00		520.00
	ORIGINAL REQUEST $1,040					
	BACKGROUND CHECK- NEW EMPL/VOLUNTEERS	0	1.00	500.00		500.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
	ORIGINAL REQUEST $1,250					
	POLYGRAPH X 2	0	1.00	300.00		300.00
	ORIGINAL REQUEST $600					
01521	30491 - ADVERTISEMENTS					1,000.00
	NEW EMPLOYEES	0	1.00	1,000.00		1,000.00
	ORIGINAL REQUEST $2,000					
01521	30510 - OFFICE SUPPLIES					1,000.00
	ORIGINAL REQUEST $1,200	0	1.00	1,000.00		1,000.00
01521	30520 - OPERATING SUPPLIES					2,545.00
	AMMUNITION	0	1.00	1,000.00		1,000.00
	BAR CODE LABELS 12 ROLL	0	1.00	200.00		200.00
	BATTERIES FOR VARIOUS OFFICE ITEMS	0	1.00	300.00		300.00
	CD'S / DVD+R (CRIME SCENE PHOTOS, SAO) BARCODE LAB	0	1.00	250.00		250.00
	CD SLEEVES 6 @ $5 EA	0	1.00	30.00		30.00
	EVIDENCE SUPPLIES	0	1.00	100.00		100.00
	FIRST AID KITS SUPPLIES	0	1.00	200.00		200.00
	MEDICAL SUPPLIES (GLOVES, HAND GEL, EYE WASH)	0	1.00	200.00		200.00
	TASER CARTRIDGES	0	1.00	265.00		265.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
01521	30540 - EDUC,REG,CLASSES,MEMBSHPS,SUBS				1,092.00
	FDLE HIGH LIABILITY TRAINING	0	1.00	500.00	500.00
	FLORIDA INTELLIGENCE UNIT	0	1.00	50.00	50.00
	IAPE-EVIDENCE RE-CERTIFICATION X 1	0	1.00	200.00	200.00
	STATUTE BOOKS	0	1.00	342.00	342.00
01521	30570 - UNIFORMS				2,500.00
01521	30571 - UNIFORMS - STIPEND				2,800.00
01521	30580 - GAS AND OIL				25,000.00
01521	60640 - CAPITAL MACH & EQPT				95,000.00
	VEHICLE REPLACEMENT (2)	0	1.00	60,000.00	60,000.00
	CRIME WATCH VEHICLE	0	1.00	15,000.00	15,000.00
	SERVER AND GIGABIT SWITCH	0	1.00	15,000.00	15,000.00
	NEW GENERATOR CONNECTION (FUNDING FROM NEW 1% SALES TAX)	0	1.00	5,000.00	5,000.00
01521	90920 - ADVANCES/RESERVES				1,104.00
	TRANSFER TO EDUCATION RESERVE	0	1.00	1,104.00	1,104.00
	TOTAL POLICE DEPARTMENT				592,436.00

MARION COUNTY SHERIFF'S OFFICE

December 20, 2016

Rural Development
United States Department of Agriculture
Attn: Rebecca S. Manning, Area Specialist
2441 NE 3rd Street, Suite 204-1
Ocala, FL 34470

Re: Dunnellon Police Department vehicle and server USDA Grant Request.

Dear Ms. Manning:

This letter is to certify that the Marion County Sheriff's Office fully supports the Dunnellon Police Department's current application for the USDA Grant. Funding for the vehicles, switch and server is a definite need. Our Deputies regularly call on the Dunnellon Police Department personnel to assist as back up units in the southwest corner of Marion County. The current patrol vehicles used by the DPD have high mileage and are consistently in need of repair. Dunnellon city residents and citizens throughout our county will benefit from upgrading the DPD fleet.

The DPD current computer system is operating at full capacity. The server (computer) would allow the additional capacity needed to store and back up the data. The switch is needed to link the systems together, preventing a network bottleneck, allowing the ability to back up data in a timely manner.

Thank you for your consideration in the matter. Please do not hesitate to contact our office in you need additional information.

Sincerely,

Emery Gainey, Sheriff

P.O. Box 1987 • Ocala, FL 34478-1987 • Main Office: (352) 732-8181 • Civil: (352) 402-6025 • Emergency Management: (352) 369-8100 • Jail: (352) 351-8077

CITY OF DUNNELLON

20750 River Drive
Dunnellon, FL 34431
(352) 465-8500
FAX (352) 465-8505

January 9, 2016

Rebecca S. Manning, Area Specialist
Rural Development
United States Dept. of Agriculture
2441 NE 3rd Street, Suite 204-1
Ocala, FL 34470

Re: USDA Grant-Public Safety Vehicles & Equipment

Dear Ms. Manning,

This letter is to serve at the City's attestation that the City will contribute 25% of the total cost to purchase 2 marked patrol vehicles, equipment for the vehicles, server and a switch. The amount of $23,014 is on deposit in the City of Dunnellon's Law Enforcement Forfeiture Account.

Sincerely,

Jan Smith
Finance Officer

This form is available electronically.

OMB No. 0505-0027
Expiration Date: 12/31/2018

USDA

United States Department of Agriculture

AD-1049

Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L.100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Three Before Completing Certification)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about –

   a. The dangers of drug abuse in the workplace;

   b. The grantee's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).

4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*	
12014 S. Williams St., Dunnellon, FL 34431	
Check [ ] if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
DUNNELLON, CITY OF	Police Cars and Equipment
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
Walter Green, Mayor	
SIGNATURE(S)	DATE 01/09/2017

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

This form is available electronically.

OMB No. 0505- 0027
Expiration Date: 12/31/2018

USDA

United States Department of Agriculture

AD-1047

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
City of Dunnellon	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
Walter Green, Mayor	
SIGNATURE(S)	DATE 01/09/2017

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Dunnellon
(name)

01-09-2017
(date)

Walter Green, Mayor
(title)

000

Mike McQuaig

From: Lonnie Smith <lsmith@dunnellon.org>
Sent: Thursday, December 01, 2016 9:06 AM
To: Mike McQuaig
Subject: server need

Chief McQuaig,

You currently are utilizing your network server equipment at 95-100% levels. The existing servers are older and are out of warranty with the manufacturer. Not having a warranty puts you at risk for long downtimes in the event of a hardware failure and possible data loss. I highly recommend that you purchase a new Dell server with current software and a new warranty.

You will also require a new network switch as the old one is limited to 10/100 ports speeds and that currently is hindering the timely completion of backups. You store a large amount of video data and backups are taking much too long to complete. The upgrade to a Cisco gigabit (10/100/1000) switch will increase your reliability as well as shorten the time needed to make necessary backups.

The city has "State contract" pricing with Dell for the purchase of the above items should you need to order soon. Contract #: WN08AGW Customer Agreement #: 43211500-WSCA-15-ACS

Thanks,

Lonnie Smith
IT/ Community Development
City of Dunnellon
352-465-8500 x1011
lsmith@dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from city officials regarding city business is public record and open to inspection including names, addresses and email addresses. Therefore, your email communication may be subject to public disclosure.

Department of Management Services

Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

Effective Period	09/30/2015 through 03/31/2017
Contract Type	Alternate Contract Source
Contract Information	How to Use this Alternate Contract Source Products Categories List • Contractors • Pricing
Contract Documents	Forms and Other Information Amendments and Memorandums Master Agreements Participating Addendas
Contract Administration	• Jeremy Williams • (850) 414-6740 • Jeremy.Williams@dms.myflorida.com
Commodity Codes	UNSPSC-43211500, UNSPSC-43211600, UNSPSC-43211900

Description

This alternate contract source (ACS) authorizes the use of the National Association of State Procurement Officials' ValuePoint Program (NASPO ValuePoint) Computer Equipment, Peripherals and Services contract, which was competitively solicited and awarded by the State of Minnesota.

Benefits

- This contract is available only for products not on state term contracts.
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Ace, Apple, ByteSpeed, Ciara, Cisco, Computer Technology Link, Dell, EMC, Firefly, Fujitsu, HP Inc., HP Enterprise, Hitachi, Howard, IBM, Lenovo, M&A Technology, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Tegile, Tintri, Transource, and Xiotech.

Skip to Main Content

Department of Management Services

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Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Ace Tech Partners	A - Non-Minority	No	No	Yes	Statewide
Apple	A - Non-Minority	No	No	No	Statewide
Ciara	A - Non-Minority	No	No	No	Statewide
Cisco	A - Non-Minority	No	No	Yes	Statewide
CTL	A - Non-Minority	No	No	No	Statewide
Dell	A - Non-Minority	No	No	Yes	Statewide
EMC Corp.	A - Non-Minority	No	No	Yes	Statewide
Firefly	A - Non-Minority	No	No	No	Statewide
Fujitsu	A - Non-Minority	No	No	Yes	Statewide
Hitachi	A - Non-Minority	No	No	No	Statewide
Howard	A - Non-Minority	No	No	No	Statewide
HP Enterprise	A - Non-Minority	No	No	Yes	Statewide
HP, Inc.	A - Non-Minority	No	No	Yes	Statewide
IBM	A - Non-Minority	No	No	No	Statewide
Lenovo	A - Non-Minority	No	No	Yes	Statewide
Microsoft	A - Non-Minority	No	No	Yes	Statewide
Microtech	A - Non-Minority	No	No	Yes	Statewide
NetApp	A - Non-Minority	No	No	No	Statewide
Nimble		No	No	Yes	Statewide

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BID AWARD ANNOUNCEMENT

FSA16-VEL24.0

Effective Dates:
October 1, 2016 – September 30, 2017

POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

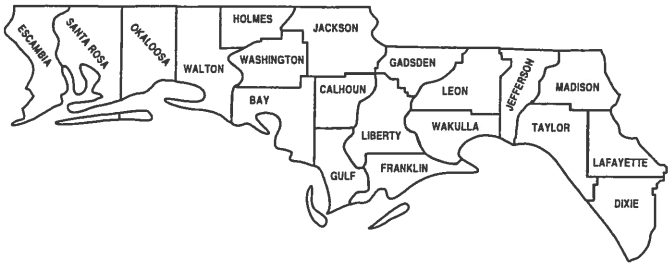
   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

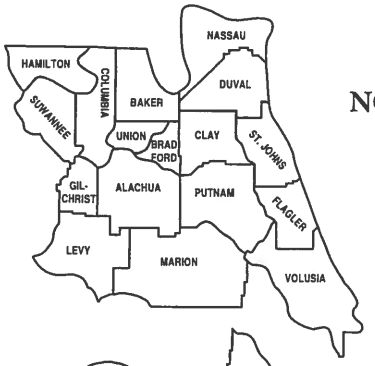
   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

FSA CONTRACT ZONE MAP

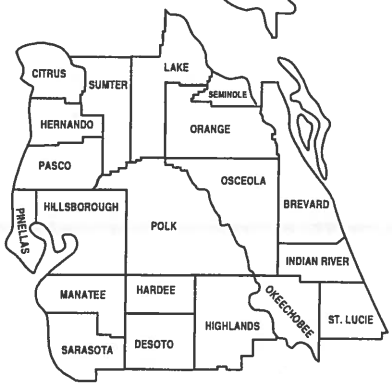
WESTERN



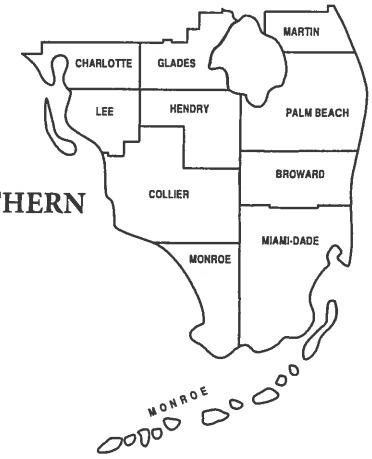
NORTHERN



CENTRAL



SOUTHERN



WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v 10_2015

Kimley»Horn

Memorandum

To: Dawn Bowne

From: Lewis Bryant, P.E., Kimley-Horn and Associates, Inc.

Date: November 14, 2016

RE: ***Fire Station Plan Review***
Rainbow Springs Government Center WM Extension
Kimley-Horn Project No: 042382046

Introduction

The Rainbow Springs Government Center recently experienced water quality issues from the water supply well located on-site. After considering other water supply options, the Government Center proposed to connect to the City of Dunnellon's Rainbow Springs public water system (PWS). This memorandum documents the findings of reviewing the construction plans to extend the watermain to the Government Center.

Government Center Demands

The Government Center includes a fire station, sheriff substation and government office complex. Per the Government Center's engineer, the fire station demands are assumed to be equivalent to a 4-bedroom residential unit. The sheriff substation and government office complex demands were calculated based on the square footage. The Government Center has a total average day demand of 1,437 gpd (1.0 gpm). The maximum day demand is based on a 2.5 peaking factor. The maximum day demand is 3,593 gpd (2.5 gpm).

There is an existing 10,000-gallon storage tank located onsite for fire flow prevention to neighboring sites. This tank is filled by a 1" service line and approximately 300-500 gallons are used each month from the storage tank. Based on the small service line and the minimal use of the storage tank, there is no large demand from the site when the tank is being filled.

Water Age

There is approximately 1,700 linear feet of proposed watermain to connect the Government Center to the Rainbow Springs PWS. The water age was calculated based on the pipe diameter and the average day demand to determine if chlorine residual is a possible concern. It was determined that an 8" pipe and a 12" pipe will have a water age of 3.1 days and 6.9 days, respectively. Therefore, chlorine residual should not be a concern for the 8" watermain. However, water age could be a concern for a 12" watermain.

- Water age for an 8" pipe = 3.1 days
- Water age for a 12" pipe = 6.9 days

Rainbow Springs WTP

The Rainbow Springs public water supply and treatment system consists of the following components. Water from the supply wells is pumped into a ground storage tank and pumped into the distribution system by high service pumps. Raw water is treated by gas chlorine disinfection. Table 1 shows the capacities of the equipment at the Rainbow Springs water treatment plant (WTP).

Table 1: Rainbow Springs Water Treatment Components

Component	Size/Capacity
Water Supply Well #7	10” diameter/450 gpm
Water Supply Well #8	12” diameter/950 gpm
Water Supply Well #8	12” diameter/1000 gpm
Ground Storage Tank	500,000 gallons
Hydropneumatic Tank	10,000 gallons
Jockey Pump #1	550 gpm
High Service Pump #2	750 gpm
High Service Pump #3	750 gpm

Water System Analysis

The software used for analyzing the impacts of the watermain extension was Bentley WaterCAD V8i (SELECTseries 1). Multiple scenarios were analyzed to determine the optimum watermain size to the Government Center and the impacts the watermain has on the PWS.

Annual average day demand and max day demand conditions were analyzed to determine the impact of the Government Center demands on the Rainbow Springs PWS. Based on this analysis, the average day and max day demands do not have a negative impact on the PWS. The minimum system pressure is not significantly affected (based on the 2012 Master Plan) during both conditions and with either an 8” or 12” watermain extension to the Government Center.

Table 2: Impacts of Government Center Demands on the Water System

Demands	Total Flow (gpm)	Extension to Fire Station Pipe Size (in)	Pressure at Fire Station (psi)	Minimum System Pressure (psi)	Maximum System Pressure (psi)	Average System Pressure (psi)
AADD	514	8	49.6	39.9	73.7	58.6
AADD	514	12	49.6	39.9	73.7	58.6
MDD	1,029	8	47.9	39.1	72.7	57.4
MDD	1,029	12	47.9	39.1	72.7	57.4

Additional analysis was conducted to determine the fire flow available to the Government Center. The firm capacity of the WTP high service pumps was varied between 1,300 gpm and 1,500 gpm (See Table 3 for results). A firm capacity of 1,300 gpm assumes that there are no spare pumps on the shelf and a firm capacity of 1,500 gpm assumes that there is a spare pump on the shelf. Currently, there is no spare pump at the WTP. Based on this analysis and under existing conditions, there is no benefit in fire flow capacity to have a 12" watermain instead of an 8" watermain.

Table 3: Fire Flow Available to the Government Center

Scenario	Pump Capacity (gpm)	Extension to Fire Station Pipe Size (in)	Fire Flow available at Fire Station (gpm)
1	1,300	12	272
2	1,500	12	472
3	1,300	8	269
4	1,500	8	472

Recommendation

An 8" watermain is recommended to provide water to the Government Center because the water age is significantly less than a 12" and there is no effect in fire flow for the smaller line.

MLB/jdz/aep

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FLORIDA FIBER NETWORKS, LLC
ASSIGNMENT OF LEASE AGREEMENT #LEA2016-02 TO
OTI Fiber, LLC d/b/a Opticaltel

THIS ASSIGNMENT OF LEASE is hereby entered into by and between CITY OF DUNNELLON, FLORIDA, whose address is: 20750 River Drive, Dunnellon, Florida 34431 (the "City"), Florida Fiber Networks, LLC, whose address is 310 South Collins Street, Suite 105, Plant City, Florida 33563 ("Original Lessee") and OTI Fiber, LLC d/b/a Opticaltel, a Florida limited liability company, whose address is 24401 SR 40, Astor, Florida 32102 ("New Lessee"). The City, the Original Lessee and the New Lessee are referred to collectively herein as the "parties."

WITNESSETH:

WHEREAS, the City and Original Lessee entered into a Lease Agreement, dated September 15, 2015, (the "Lease"), the Lease being Exhibit "A" hereto and incorporated herein by this reference; and

WHEREAS, the Lease provides that the Original Lessee shall not assign the Lease without first securing the City's consent; and

WHEREAS, the Original Lessee desires to assign its interest in the Lease to the New Lessee and the City has agreed to allow such assignment by means hereof.

NOW, THEREFORE, in consideration of the sum of ten ($10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. As of the date hereof all of the rights and benefits of the Original Lessee under the Lease are assigned to and shall inure to the benefit of New Lessee, and the New Lessee does hereby assume the obligations of the Original Lessee thereunder and agrees to abide by all of the terms and conditions of the Lease. Henceforth, all references to the Original Lessee in the Lease shall mean the New Lessee.

SECTION 3. Notice and mailings to the New Lessee shall be given at:

OTI Fiber, LLC
24401 SR 40
Astor, FL 32102

[SIGNATURES ON FOLLOWING PAGE]

Landlord:
CITY OF DUNNELLON, FLORIDA

_____
WALTER GREEN, Mayor
Date signed: _____

ATTEST:

_____
DAWN M. BOWNE, MMC, City Clerk
Interim City Manager

Approved as to form and legal sufficiency:

_____
Andrew J. Hand, City Attorney

Witnesses:

_____
Print name: _____

_____
Print name: _____

Original Lessee:
Florida Fiber Networks, LLC

_____
DAVID ORSHAN, Chief Operating Officer
Date signed: _____

Witnesses:

_____
Print name: _____

_____
Print name: _____

New Lessee:
OTI Fiber, LLC

_____
MARIO BUSTAMANTE, Manager
Date signed: _____

MASTER

LEASE AGREEMENT

#LEA2016-02

THIS LEASE AGREEMENT ("Lease" or "Agreement") is entered into this 15th day of September 2016, by and between the City of Dunnellon ("Landlord" or "City"), whose address is 20750 River Drive, Dunnellon, Florida 34431, and Florida Fiber Networks, LLC, ("Tenant" or "FFN"), whose principal address is 301 South Collins Street, Suite 105, Plant City, Florida 33563.

1. **DURATION OF THE AGREEMENT.**

FFN's lease of the Premises shall commence on September 1, 2016, and shall continue for a term of one (1) year until August 31, 2017, ("Term of Agreement") unless sooner terminated as described in this Agreement.

2. **PREMISES.**

a. In consideration of the rents, covenants, and agreements contained in this Lease, the sufficiency of which is hereby acknowledged by both parties, the City leases to FFN, and FFN leases from the City, portions of a building on real property owned by the City and located in Marion County, more particularly described as:

Lots 467, 468, and 484, of Plat Book A, Page 174, of the Public Records of Marion County, Florida.

b. The portions of the building which are hereby leased to FFN are depicted as Exhibit "A" attached hereto and made a part of this Agreement. The portion of the building to be leased by FFN shall be referred to in this Agreement as "the Premises."

c. The Parties agree that the Premises comprises a total of approximately 978 sq.ft.

d. FFN shall share with the City access to and use of the following parts of the building or property not located in the Premises: existing parking lot, restrooms, any air conditioning, electric, water, and wastewater components, and any access to the building to reasonably maintain the building in accordance with paragraph 11 of this Agreement.

e. The City shall have reasonable access to the following portions located on the Premises: 8.75 sq.ft. air conditioning closet, 4 sq.ft. rack space reserved for the City's exclusive use in the head-end room (unless the City's equipment currently within the rack space is removed by City), restrooms, any electric, water, and wastewater components, and any access to the Premises to reasonably maintain the building in accordance with paragraph 11 of this Agreement.

3. **UNDERSTANDING OF THE PARTIES.**

The City and FFN have inspected the Premises, and the Parties agree that the Premises are in good and habitable condition prior to execution of this Agreement. The Parties understand that the building in which the Premises are located is currently intended to be used by the City for a variety of mixed uses. Therefore, it is the intent of the Parties to mutually cooperate with each other to share the space in a cooperative, cordial, and mutually beneficial manner.

4. **RENT.**

a. The rental payments provided for herein shall be due and payable by FFN in advance on the first day of each month for which said rentals are due. FFN shall pay the City Monthly Rent for the Premises in the amount of **$782.40**. The first monthly rent payment shall therefore be due on September 1, 2016 or on the date that this Lease is fully executed.

b. If advance rental payment is not made payable to the City on or before the fifth day of any month that this lease is in effect, then the rental payment shall be considered late and the rental payment amount due for that month shall increase by 10% to **$860.64**.

c. If advance rental payment is not made payable to the City on or before the tenth day of any month, then FFN shall be in material breach of this Lease.

d. **No moneys due to either party for services or rent shall be netted.**

5. **NOTICE.**

All rent payable and notices given to the City under this Agreement shall be paid and given at 20750 River Drive, Dunnellon, Florida 34431, or such other address as the City shall specify in writing. All notices given under this Agreement to FFN or any successor, assignee, or sublessee shall be given at 301 South Collins Street, Suite 105, Plant City, Florida 33563, or such other address as FFN shall specify in writing.

Any notice properly mailed by registered mail, postage prepaid, shall be deemed delivered 48 hours after mailed, whether received or not. FFN shall notify the City in writing who the current Chief Executive Officer of FFN is and who the appropriate person to receive notices from the City is within thirty days of any change in such positions.

6. **UTILITIES AND OPERATING EXPENSES.**

FFN shall pay all operating expenses and utilities for the building in which the Premises are located regardless of additional occupancy, including but not limited to: water, electric, sewage, stormwater and waste removal during the Term of this Agreement.

7. **INSURANCE.**

a. The City shall keep the building in which the Premises are located insured against loss by fire or casualty with extended coverage in an amount of not less than the replacement value of the building.

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7. INSURANCE.

a. The City shall keep the building in which the Premises are located insured against loss by fire or casualty with extended coverage in an amount of not less than the replacement value of the building.

b. FFN shall at all times and at its sole expense maintain public liability insurance policies on the Premises with limits of at least $2,000,000.00 (Two Million Dollars) for personal injury, death and property damage, with waiver of subrogation against the City. The City shall be entitled to require an increase in the coverage limits required under this subparagraph by written notice to FFN, provided that any increase shall be reasonable and consistent with prevailing market coverage limits for similarly situated properties and activities. Said public liability policies shall carry both the names of the City and FFN as named insured. FFN shall provide the City with a certificate evidencing the public liability and insurance coverage at the time this Agreement is entered into and shall provide such certificate annually thereafter or upon the renewal dates of said policies. FFN shall keep all receipts showing payment of premiums were made on or before each premium due date. All policies required to be obtained by FFN shall contain a provision that the company writing said policy will provide the City thirty (30) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All policies shall be written as primary policies, not contributing with and not in excess of any coverage which the City may carry.

c. FFN shall be solely responsible for maintaining insurance against loss by fire and other casualty on its furniture, fixtures, inventory, equipment, supplies, and other personal property.

d. FFN agrees to, and shall at all times, indemnify, defend and hold the City harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected with, upon, or at the Premises, or the occupancy or use by FFN of the Premises or any part of the property upon which the Premises are located, or occasioned wholly or in part by any act or omission of FFN, its employees, customers, or other parties not under the direct supervision of the City. In case the City shall be made a party to any claim or litigation for death or injury to person or damage to or loss of property commenced by FFN or anyone else against the City arising out of FFN's use or occupancy, then FFN shall defend, indemnify, and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees of the City's attorneys incurred or paid by the City in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto. Notwithstanding the foregoing, in no event shall FFN be required to indemnify, defend or hold the City harmless from any liability, loss, claim, suit, damage, charge or expense that is proximately caused by the intentional or negligent act or omission of the City.

e. FFN will pay for any and all applicable workers' compensation insurance for any and all employees of FFN as may be required by Florida Law.

f. FFN, its successors, sublessees, and assigns, shall be responsible, at no cost to the City, for any remediation of any hazardous substances on the Premises or any part of the property upon which the Premises are located, caused by FFN, its agents, successors, sublessees and assigns. FFN shall use bonded contractors to perform any remediation work required by this section. Such remediation shall be completed promptly and in accordance with all applicable laws. In no event shall FFN be responsible for remediation of any hazardous substances on the

Premises or any part of the property upon which the Premises are located, caused by the City, its agents, successors or assigns.

8. TAXES AND ASSESSMENTS.

Any sales, use, or rental tax on rents due hereunder and taxes charged or levied against FFN's personal property, including furniture, fixtures and equipment in the Premises shall be timely paid by FFN. In the event that any real property taxes shall become payable during the term of this Agreement, said taxes shall be timely paid by FFN.

9. BEST INTERESTS.

Notwithstanding anything to the contrary herein, FFN shall not perform any action that conflicts with the best interests of the City of Dunnellon as such interests are determined in the reasonable discretion of the City Council.

10. USE OF PREMISES.

a. FFN shall use the Premises to conduct business exclusively as a sales and office facility and system location for the fiber-to-home telecommunications network system ("System") to provide telecommunication services to customers in the City and certain unincorporated areas outside the corporate limits of the City.

b. Any use of the Premises by FFN other than the uses expressly described herein, without prior written consent of the City Council in writing, shall constitute a material breach under the terms of this Agreement.

c. FFN agrees to conduct its business in a proper manner and neither to do nor suffer anything to be done to the detriment of said Premises or any part of the property upon which the Premises are located, nor to permit any waste, reasonable wear and tear excepted, nor to permit said Premises or any part of the property upon which the Premises are located to be used for any illegal purpose. FFN shall not allow any restrictions or conditions which would run with the land to be placed on the Premises or any part of the property upon which the Premises are located without the prior written approval of the City Council.

11. REPAIR AND CARE OF PREMISES.

a. Maintenance by the City. Except to the extent responsible for all or a portion of 11.b. expressly assigned herein to FFN, the City shall be responsible for maintenance, repair and replacement of the following:

(i) maintain, repair, and replace as necessary the lawn and landscaping, exterior lights for the Premises and any part of the property upon which the Premises are located;

(ii) maintain, repair, and replace as necessary the grounds, pathways, driveways and parking area in a safe condition for the Premises and any part of the property upon which the Premises are located;

(iii) maintain, repair, and replace as necessary the burglar and fire alarm systems of the property upon which the Premises are located, with the exception of those located within the Premises;

(iv) incur all costs associated with insect and pest extermination including termite inspection and extermination.

(v) repair roofs when there is evidence of leaks and replace same at the end of useful life;

(vi) maintain, repair, and replace as necessary structural walls and other exterior and interior structural elements of the building (collectively, the "structural elements"); however, in the event that damage is caused and/or existing damage is discovered to any of the structural elements which damage would render the subject structure uninhabitable or would require repair or replacement costs totaling more than thirty percent of the tax-appraised value of the applicable structures, the City shall assess the nature and extent of the damage, the availability of insurance proceeds and the feasibility of remedying the damage by repair or replacement. After assessing the nature and extent of the damage and the availability of insurance proceeds, City Council may, in its reasonable discretion, determine if the structural elements or any portion thereof shall be repaired or replaced. Upon determination whether the structural elements or any portion thereof are to be repaired or replaced, the City shall notify FFN of such determination in writing.

(vii) maintain, repair, and replace as necessary all exterior windows and exterior doors;

(viii) repair or replace when necessary the main utility switches, lines, and valves serving the Premises and the property upon which the Premises are located;

(viii) inspect all fire sprinklers and extinguishers;

(ix) all interior and exterior components, elements and ducts of the heating and central air conditioning equipment, ventilation system, and replace as necessary controls, air handlers, and compressors.

b. Maintenance by FFN. During the term of this Agreement, FFN shall be responsible for maintenance, repair and replacement of the following:

(i) all interior components and elements of the electrical system of the Premises and any part of the property upon which the Premises are located;

(ii) all interior components and elements of the plumbing system of the Premises and any part of the property upon which the Premises are located;

(iii) maintain, repair, and replace as necessary the burglar and fire alarm systems of the Premises in which the system is located.

12. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY.

Loss of or damage to any personal property which belongs to FFN, or which FFN places or moves on the Premises, in the building, or on the property on which the Premises are located, shall be at the risk of FFN. The City shall not be responsible for any injury to any person related to FFN's use of its property or damage to FFN's property, including, but not limited to, injury or damages arising from the bursting or leaking of water pipes.

13. COMPLIANCE WITH LAWS AND REGULATIONS.

FFN shall comply with all applicable Federal, State, County, and City laws, ordinances, rules and regulations affecting or respecting the use or occupancy of the Premises and the building and property upon which the Premises are located. FFN shall comply with all applicable rules, which have been or may be adopted hereafter by the City.

14. HOLDING OVER.

a. Upon expiration of the lease, FFN's continued possession of the Premises without the City's permission shall be a default and the City shall be entitled to seek all legal and equitable remedies available to it. Prior to any treatment of FFN as a holdover tenant without permission, the City shall give ten (10) days written notice of the City's intent to invoke its rights contained in this subparagraph and to collect two times the Monthly Rent.

b. If FFN breaches this Agreement other than the nonpayment of rent, and the City gives ten (10) days written notice to FFN to either cure the material breach or surrender possession of the Premises, if FFN holds over after ten (10) days without curing the breach or surrendering possession, the City shall be entitled to seek all legal or equitable remedies available to it.

15. QUIET ENJOYMENT.

FFN, upon paying the sums herein, and keeping and performing the covenants of this Agreement, shall peacefully and quietly hold, occupy, and enjoy the Premises during the Agreement Term or any renewal thereof without any hindrance or molestation by the City or any persons lawfully claiming under the City.

16. ASSIGNMENT AND SUBLETTING.

a. FFN shall not assign this Agreement nor sublet all or any part of the Premises without first securing the City's written consent. Such consent shall be in the sole discretion of City Council. No assignment or sublease shall relieve the successor, assignor or sublessor of any obligation of this Agreement.

b. If City Council consents to an assignment or subletting, the assignee or sublessee shall first be obligated in writing to assume all the obligations of FFN under this Agreement and FFN shall, for the full term of this Agreement or any extensions or renewal thereof, continue to be jointly and severally liable with such assignee or sublessee for the payment of rent, shared expenses, and additional rent and the performance of all obligations required of FFN under this Agreement.

c. The consent of City Council to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

17. FIXTURES AND ALTERATIONS.

a. FFN covenants and agrees that all fixtures, equipment and improvements on the Premises, owned by the City or acquired with the City's funds, and all replaced fixtures, equipment, and property replaced by FFN under paragraph 11, including but not limited to all plumbing, and lighting, whether or not attached to or affixed to the Premises, the building, or the property upon which the Premises are located, shall be and remain the sole property of the City upon the expiration of the term of this Agreement.

b. FFN shall not, without the City's prior written consent, add additional buildings to the Premises or any part of the property on which the Premises are located, attach any permanent fixtures in or to the Premises or any part of the Premises, building, or property on which the Premises are located, or change, alter or make additions to the Premises, building, or any part of the property on which the Premises are located; nor shall FFN overload the floor, install any permanent construction or deface the Premises or any part of the property on which the Premises are located. FFN may not install temporary fixtures, dividers or walls and repurpose rooms within the Premises or any part of the property on which the Premises are located without prior written consent of the City. Any attached fixtures or any alterations, additions or improvements made or attached by FFN upon the property shall, on the expiration or termination of the Agreement, if requested by the City, be promptly removed at FFN's expense and the Premises restored by FFN at its expense to its original condition, ordinary wear and tear excepted. Upon the expiration or termination of this Agreement, the City shall take title and possession of any attached fixtures or alterations, additions or improvements made or attached by FFN and not removed pursuant to this subparagraph.

c. Notwithstanding the above, FFN may install such exterior signs as to notify the public of the identity of the facility, and may from time to time erect such signage as is deemed reasonably necessary to inform the public of the facility and may post signs for the safe parking of vehicular or pedestrian access and provide appropriate illumination. All signs must be in compliance with the City of Dunnellon Code of Ordinances and any necessary permits must be obtained prior to installation or erection.

18. REDELIVERY OF PREMISES.

FFN, upon the expiration of the Lease, shall deliver up the Premises in as good order and condition as it is at the signing of this Agreement, reasonable use and ordinary wear and tear thereof and damage by fire or other unavoidable casualty, condemnation or appropriation excepted, and FFN shall promptly surrender all keys to the Premises and the building in which

the Premises are located to the City. FFN shall be responsible for any damage caused to the Premises by its officers, agents, employees, volunteers, guests and invitees whether through negligence or intentional acts or omissions.

19. CLEANLINESS OF PREMISES.

FFN will keep the interior of the Premises clean and will store all refuse or trash in or on the Premises in refuse containers provided by the City. Hazardous materials are not permitted anywhere on the Premises or in the building or on the property on which the Premises are located.

20. ACCESS BY THE CITY.

a. FFN shall not change the locks of the building in which the Premises are located or interfere in any way to the City's access to property or the building in which the Premises are located.

b. The City may inspect, enter, and make such repairs to the Premises pursuant to paragraph 11 of this Agreement or as the City may reasonably desire at all reasonable times, provided the City gives reasonable advance notice to FFN. In so doing, the City will not interfere with FFN's right to use the Premises.

21. FIRE OR OTHER CASUALTY.

a. In the event that the Premises, building, or property upon which the Premises are located is damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, FFN shall notify the City in writing within seven (7) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to and to protect public safety, shall be undertaken by FFN without the City's prior written approval.

b. In the event the Premises or any portion of the property or building in which the Premises are located are damaged to an extent that would render the Premises uninhabitable or would require repair or replacement costs totaling more than thirty percent of the tax-appraised value of the applicable structures, the City shall assess the nature and extent of the damage, the availability of insurance proceeds and the feasibility of restoring or reconstructing the Premises. After assessing the nature and extent of the damage and the availability of insurance proceeds, City Council may, in its sole discretion, determine if the Premises or any portion of the property or building in which the Premises are located shall be repaired or restored. Upon determining that the Premises or any portion of the property or building in which the Premises are to be repaired or restored, the City Council shall notify FFN of such determination in writing. If City Council determines not to repair or restore the Premises or any portion of the property or building in which the Premises are to be repaired or restored, the City shall provide FFN with a reasonable opportunity to secure funding to conduct the appropriate repair or restoration to the Premises or any portion of the property or building in which the Premises are to be repaired or restored, in order to conduct repairs or restoration in a manner that complies with all applicable codes and regulations. In the event that the City Council determines not to repair or restore the Premises or any portion of the property or building in which the Premises are located thereof and

FFN is unable or unwilling to conduct the repair or restoration within a reasonable time, the City may terminate this Agreement as to any portion of any buildings or structures, or any portions thereof rendered uninhabitable.

22. **LIENS.**

FFN agrees to keep the Premises, building, and property on which the Premises are located free and clear of any lien or encumbrance of any kind whatsoever created by FFN's acts or omissions. FFN shall indemnify and defend the City against any claim or action brought to enforce any lien imposed on the City's property because of FFN's negligent acts or omissions. FFN shall have ten (10) days after receiving notice of any such lien or encumbrance to have such removed. If FFN fails to have such removed within that time, FFN shall be in material breach of this Agreement.

23. **REMEDIES FOR FAILURE TO PAY.**

All rent, utilities, expenses, insurance, or other sums payable by FFN as required by this Agreement are agreed to constitute the rental payment obligation of FFN. If any such amount is not paid on or before the tenth day after which it becomes due, the City shall have the option to:

a. Terminate this Agreement, resume possession of the Premises for its own account and recover immediately from FFN the difference between the total amount due and the total amount already paid by FFN; or

b. Resume possession and re-lease or rent the property for the remainder of the term for the account of FFN, and recover from FFN at the end of the term or at the time each payment of rent comes due under this Agreement, as the City may choose, the difference between the amount due pursuant to the Agreement and the amount received on the re-leasing or renting; or

c. Pursue any other remedy allowed by law.

24. **REMEDIES FOR BREACH OF AGREEMENT.**

If either the City or FFN shall fail to perform, or shall breach any term of this Agreement other than failure to pay rent, and such failure or breach continues for ten (10) days after written notice thereof to the other given, said party may terminate this Agreement in whole or in part as described in this Agreement.

It is expressly recognized by the parties that a breach of this Agreement involving the Premises, the property, or the building in which the Premises are located shall constitute a breach of the entire Agreement. In the event of such breach and after notice and failure to cure as provided above, the non-breaching party, at its sole option, may terminate this Agreement as it applies to the property or properties as to which the breach occurred or, in the alternative, may terminate this Agreement in its entirety provided such termination in the entirety is not unreasonable in comparison to the breach committed.

25. **NO LIABILITY OR MONETARY REMEDY.**

The parties hereby acknowledges and agree that, except as expressly provided in this Agreement, neither party shall bear liability for any direct, indirect or consequential damages.

Except where monetary damages are expressly provided for herein, neither party shall be entitled to seek monetary damages for breach of this Agreement and the sole remedy available for breach shall be an action for specific performance.

26. TERMINATION.

a. Prior to expiration of the Lease, in the event the City Council determines that it no longer serves a valid public purpose to lease the Premises to FFN and that public policy requires that the Lease must be terminated, the City shall provide FFN sixty (60) days' written notice of its intent to terminate this Lease Agreement.

b. FFN may terminate the Lease prior to its expiration by giving the City at least sixty (60) days' written notice of its intent to terminate.

c. In addition to the remedies set forth in other sections of this Agreement, the City shall have the right and option to terminate this Agreement, said termination to be effective immediately upon the City's exercise of such option, in the event of any of the following: FFN is adjudicated as bankrupt or insolvent, or takes the benefit of a reorganization against creditors' actions; FFN's leasehold interest is levied upon and a timely appeal is not filed as to any order or judgment ordering such levy; or a receiver is appointed for FFN and a timely appeal is not filed as to any order or judgment appointing such receiver.

27. WAIVER.

No act of a party to this Agreement shall be deemed a waiver of any of the party's rights hereunder, unless such waiver is specifically made in writing. A party's forbearance to enforce any rights hereunder or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies, or strict compliance, nor shall such forbearance stop the party from exercising any available rights or remedies or from requiring strict compliance in the future. The City's acceptance of any late or inadequate performance including, but not limited to, late or insufficient payments of rent, shall not constitute a waiver or forfeiture of the City's right to treat such performance as an event of default or to require timely and adequate performance in the future.

28. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addenda to this Agreement shall be valid unless in writing and signed by both the City and FFN.

29. WAIVER OF JURY TRIAL.

FFN hereby waives all right to a jury trial in any action brought to enforce the terms of this Agreement or otherwise arising from this Agreement. FFN understand that, as a result of this waiver, any judicial action brought in connection with this Agreement shall be decided by a judge, and FFN shall have no right to request or require that the action be decided by a jury.

30. **PARTIES BOUND.**

This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. In the event the City or any successor-owner of the Premises shall convey or otherwise dispose of the Premises, all liabilities and obligations of the City, or any successor-owner of the City, to FFN under this Agreement shall terminate upon such conveyance or disposal and the giving of written notice thereof to FFN.

31. **SURVIVABILITY.**

The parties agree that all of FFN's indemnities, representations, and warranties made herein shall, to the extent and limits permitted by law, survive the termination or expiration of this Agreement and that the termination or expiration hereof shall not release FFN from any accrued, unfulfilled or unsatisfied liabilities or obligation.

32. **RECORDATION; COUNTERPARTS.**

This Agreement shall not be recorded in Land Records of Marion County. This Agreement may be executed in counterparts, each of which shall be deemed an original. All such counterparts together shall constitute one and the same document.

33. **MERGER.**

No prior or present agreements or representations shall be binding upon the parties unless incorporated into this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless a writing is executed by the parties.

34. **ATTORNEYS' FEES AND COURT COSTS.**

In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, paralegal fees, and court costs at both trial and appellate levels.

35. **STANDARDS OF CONDUCT.**

FFN shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

36. **CONTROLLING LAWS AND VENUE.**

This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in Marion County, Florida.

37. **AUTHORITY TO BIND.**

The person signing this Agreement on behalf of FFN certifies that (s)he has the authority to bind FFN to the terms of this Agreement.

38. **SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause or phrase of this Lease Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Lease Agreement, to the extent that the portion declared to be invalid is severable from the remaining Agreement.

39. **RADON GAS.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Department.

IN WITNESS WHEREOF, by Resolution of the City Council, the City has caused this Agreement to be executed in its name by its Mayor and attested by its City Clerk, and FFN has caused this Agreement to be signed in its name by its CEO and attested by two witnesses. The undersigned have all necessary power, authority and capacity to enter into this Agreement and to bind their respective corporations. The execution and delivery of this Agreement, and this transaction have been duly authorized by all necessary corporate action on the part of the City and FFN.

[Signatures on following page]

Landlord:

CITY OF DUNNELLON, FLORIDA

NATHAN WHITT, MAYOR

Date signed: 9-15-16.

ATTEST:

DAWN M. BOWNE, MMC, CITY CLERK 9-15-16

Approved as to form and legal sufficiency:

Andrew J. Hand, City Attorney

Witnesses:

Print name: David S. Suarez

Print name: Diana Barraga

Tenant:

Florida Fiber Networks, LLC

DAVID ORSHAN, Chief Operating Officer

Date signed: 8/31/16

From:	Luis Rodriguez
To:	Dawn Bowne
Cc:	Jan Smith; Mandy Roberts; Loretta Barton
Subject:	Re: Opticaltel - Assignment of Lease
Date:	Friday, January 06, 2017 3:48:31 PM
Attachments:	image001.png

Dawn,

Everything looks fine, expect we would like to an extra week to provide the insurance certificate. In other words, if it is approved by the City on Monday, we will pay the rent by Friday, January 13th and the insurance certificate by Friday the 20th. We may be able to get it all done in a week. However, I like to be conservative and set the right expectations.

Regards,

Luis F. Rodriguez
President & COO
VIDEO • INTERNET • VOICE
A Telecable Company

305.779.7777 **MAIN**
305.779.5777 **DIRECT**
305.779.4329 **FAX**

luis@opticaltel.com
www.opticaltel.com

From: Dawn Bowne <dbowne@dunnellon.org>
Date: Friday, January 6, 2017 at 2:45 PM
To: Luis Rodriguez <luis@opticaltel.com>
Cc: Jan Smith <jsmith@dunnellon.org>, Mandy Roberts <mroberts@dunnellon.org>, Loretta Barton <LBarton@dunnellon.org>
Subject: FW: Opticaltel - Assignment of Lease

Luis:

See the email from our City Attorney below and the attached draft document that if approved would assign the lease from Florida Fiber to OTI Fiber, LLC. Please review and if this looks acceptable to you, I can place it on our agenda for Monday for Council's consideration. I need to know asap as we are scheduled to publish our agenda today before 5 p.m. This is what our attorney is recommending and hopefully our City Council will find it acceptable. We can address this with them on Monday. What I need to know is how quickly you think you can provide the rent payment and insurance documents meeting the terms of the lease agreement once our City Council has approved the document . Our attorney is recommending that the proposed motion for the Council to assign the lease contains deadlines associated with each of these and the approval of the assignment of the lease will be conditional upon the City receiving each. If the lease is assigned on Monday by the

Council, can you bring the rent payment(s) up to date by Friday, January 13th? Can you then make sure we have the insurance certificate with all the conditions met no later than Friday, January 13th? If you agree, I will use those dates and our Mayor will be authorized to sign the lease assignment once those two conditions have been met. Please advise asap.

PS: I have attached Florida Fiber's insurance certificate that met the conditions of the agreement, if this helps. It took them quite a few attempts to get it right for some reason. I am hoping by you having this as an example it will expedite the process.

Warmest Regards,

Dawn M. Bowne

Dawn M.Bowne
City Clerk/Interim City Manager
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500 ext 1002
dbowne@dunnellon.org
www.dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from city officials regarding city business is public record and open to inspection including names, addresses, and email addresses. Therefore, your email communication may be subject to public disclosure.

From: Andrew Hand [mailto:ahand@shepardfirm.com]
Sent: Friday, January 06, 2017 9:10 AM
To: Dawn Bowne <dbowne@dunnellon.org>; Jan Smith <jsmith@dunnellon.org>
Subject: Opticaltel - Assignment of Lease

Please find the document attached. Note that the original lease must be attached as Exhibit "A."

In addition, should Mr. Rodriguez wish to have anyone other than Mario Bustamante sign for Opticaltel (OTI Fiber), proof will need to be provided of that individual's authorization to bind the company to contracts. (Mr. Bustamonte is the only listed manager for OTI Fiber with the Div. of Corp.

Best Regards,

DISCLAIMER:
The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

Page	:	1 of 1 12/19/2016 11:28:13	**Ad Number**	:	12994934
			Ad Key	:	
Order Number	:	12875633	**Salesperson**	:	05 - Mary Ann Naczi
PO Number	:	Ord.2016-12	**Publication**	:	Riverland Legals
Customer	:	10079093 zzCity of Dunnellon Legals	**Section**	:	Legals
Contact	:	Dawn M. Bowne, C.M.C., City Cl	**Sub Section**	:	Legals
Address1	:	20750 River Drive	**Category**	:	995E-Miscellaneous Notices
Address2	:		**Dates Run**	:	12/29/2016-12/29/2016
City St Zip	:	Dunnellon FL 34431	**Days**	:	1
Phone	:	(352) 465-8500 x23	**Size**	:	3 x 3.15, 35 lines
Fax	:	(352) 465-8505	**Words**	:	246
Credit Card	:		**Ad Rate**	:	99GOV
Printed By	:	Mary Ann Naczi	**Ad Price**	:	23.50
Entered By	:	Mary Ann Naczi	**Amount Paid**	:	0.00
			Amount Due	:	23.50
Keywords	:	7288-1229 RIV (Ord2016-12) NOTICE OF PUBLIC			
Notes	:				
Zones	:				

City of Dunnellon
JAN 03 2016
RECEIVED

7288-1229 RIV (Ord2016-12)
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-12
MEDICAL MARIJUANA DISPENSARY MORATORIUM

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-12

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, DECLARING ZONING IN PROGRESS AND IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSING FACILITIES FOR A PERIOD OF 180 DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A public hearing is scheduled for the Regular City Council Meeting on January 9, 2017 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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.

Published December 29, 2016.

City of Dunnellon
JAN 03 2016
RECEIVED

CITRUS PUBLISHING
ATTN: LEGAL DEPARTMENT
1624 N MEADOWCREST BLVD.
CRYSTAL RIVER, FL 34429
352-726-0902 PHONE
352-726-9603 FAX

Riverland News - INVOICE

Dear Customer: **10079093 City of Dunnellon**

This is an invoice to process your payment for the enclosed ad. Please include Order #12875633 on your check and send payment of $23.50 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 7288-1229 RIV (Ord2016-12) NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-12 MEDICAL MARIJUANA DISPENSARY MORATORIUM The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-12 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORI

Ad publication dates:
December 29th, 2016,

Thank you for your business,

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas
Legal Representative

Proof of Publication

from the

RIVERLAND NEWS

Dunnellon, Marion County, Florida

PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF MARION
Before the undersigned authority personally appeared

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

Of the Riverland News, a newspaper published weekly at Dunnellon, in Marion County, Florida, that the attached copy of advertisement being a public notice in the matter of the

7288-1229 RIV (Ord2016-12) NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-12 MEDICAL MARIJUANA DISPENSARY MORATORIUM The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-12 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORI

Court, was published in said newspaper in the issues of December 29th, 2016,

Affiant further says that the Riverland News is a Newspaper published at Dunnellon in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in Marion County, Florida, each week and has been entered as second class mail matter at the post office in Dunnellon in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Ann Naczi

The forgoing instrument was acknowledged before me

This 29th day of December, 2016

By: John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

who is personally known to me and who did take an oath.

Mishayla Coffas

Notary Public

7288-1229 RIV (Ord2016-12)
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-12
MEDICAL MARIJUANA DISPENSARY MORATORIUM

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-12

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, DECLARING ZONING IN PROGRESS AND IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSING FACILITIES FOR A PERIOD OF 180 DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A public hearing is scheduled for the Regular City Council Meeting on January 9, 2017 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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Published December 29, 2016.

City of Dunnellon
JAN 03 2016
RECEIVED

NOTARY PUBLIC STATE OF FLORIDA
MISHAYLA COFFAS
MY COMMISSION #FF177190
EXPIRES November 18, 2018
(407) 398-0153 FloridaNotaryService.com

ORDINANCE #ORD2016-12

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, DECLARING ZONING IN PROGRESS AND IMPOSING A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF NEW APPLICATIONS FOR THE ESTABLISHMENT OF MEDICAL MARIJUANA DISPENSING FACILITIES FOR A PERIOD OF 180 DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Dunnellon, a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the Dunnellon City Council determines that it is in the best interest of its residents, businesses and visitors to enact sufficient zoning regulations to ensure their health, safety and welfare; and

WHEREAS, on November 8, 2016, the voters of the State of Florida amended the Florida Constitution to legalize the cultivation, production, and dispensing of medical marijuana to a broader population of eligible patients than was previously legal under Florida's Compassionate Use Act; and

WHEREAS, medical marijuana dispensing facilities are a new and unique use which is not currently addressed by the City's Land Development Code or Code of Ordinances; and

WHEREAS, a temporary moratorium, imposed for a reasonable duration on the acceptance of applications for, the processing of, and the issuance of development permits, development orders or any other official action of the City permitting or having

the effect of permitting new medical marijuana dispensing facilities will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Land Development Code and Code of Ordinances to address this new and unique use; and

WHEREAS, the Dunnellon City Council hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of marijuana dispensing facilities; and

WHEREAS, adoption of this ordinance will further the health, safety and welfare of the citizens of Dunnellon, Florida.

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: Purpose. The purpose of this ordinance is to preserve the status quo for a time period of 180 days, and enable sufficient time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Land Development Code and/or Code of Ordinances, relating to the appropriate locations for medical marijuana dispensing facilities, if any. During this 180 day time period, the City will not take any action on any application for development permit or issue any development order or take other official action which would have the effect of allowing or permitting the development of medical marijuana dispensing facilities, except as provided in this ordinance. It is not the purpose of this ordinance to permanently deny development orders and permits for other uses that are permitted by right or special use permit and that otherwise comply with all applicable codes, ordinances, regulations and policies.

SECTION 3: Zoning in Progress. The City of Dunnellon hereby recognizes that City staff intend to study and prepare regulations that would result in the regulation of medical marijuana dispensing facilities. These regulations, if adopted, will amend the City Land Development Code and/or Code of Ordinances. All affected property and business owners are placed on notice with respect to these pending regulations and the action being taken by the appropriate departments within the City.

SECTION 4: Definition. The following definition applies to the term used in this ordinance:

"Medical Marijuana Dispensing Facility" means any establishment where low-THC or medical cannabis is permitted to be dispensed by an approved dispensing organization pursuant to Section 381.986, Florida Statutes, and Florida Department of Health Rules.

SECTION 5: Imposition of Temporary Moratorium. The City of Dunnellon hereby imposes a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, development orders or any other official action of the City permitting or having the effect of permitting Medical Marijuana Dispensing Facilities, except as provided in this ordinance, for a period of 180 days following the effective date of this ordinance. Further, the review of any applications for Medical Marijuana Dispensing Facilities pending upon the effective date of this ordinance shall be abated.

SECTION 6: Existing Authorized Medical Marijuana Dispensing Facilities. This temporary moratorium shall not affect a Medical Marijuana Dispensing Facility of a Dispensing Organization which has received dispensing authorization from the Florida Department of Health in accordance with Section 381.986, Florida Statutes and Chapter 64-4.001, F.A.C. for which the City zoning official has issued a zoning verification letter which confirms the permissibility of the zoning status of the proposed location for use as a Medical Marijuana Dispensing Facility, and for which development permits have been obtained in reliance on the zoning verification letter prior to the effective date of this Ordinance. During the moratorium period, a Medical Marijuana Dispensing Facility for which a zoning verification letter and development permits have been issued shall not be permitted to expand its square footage.

SECTION 7: Submittal of Applications. Beginning upon the effective date of this ordinance, an applicant for any development permit, development order or any other official City action which would facilitate the establishment of a Medical Marijuana Dispensing Facility shall be required to disclose its intention to establish a Medical Marijuana Dispensing Facility in connection with its application for a permit. In the event that it is determined by the City that an applicant for a permit has failed to disclose its intent to establish a Medical Marijuana Dispensing Facility, the City shall be authorized to enforce this ordinance by the methods set forth in Section 9.

SECTION 8: APPLICABILITY. This ordinance shall be applicable within the City limits of the City of Dunnellon.

SECTION 9: PENALTIES. This moratorium may be enforced by the following methods of enforcement:

(A) Revocation or temporary suspension of necessary development permits, development orders and/or certificates of occupancy and/or licenses; or

(B) By an action for injunctive relief, civil penalties or both, through a court of competent jurisdiction; or

(C) By any other process permitted by law or equity.

SECTION 10: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this ordinance invalid or unconstitutional.

SECTION 11: CONFLICT WITH STATE LAW. Nothing in this ordinance is intended to conflict with the provisions of the Florida Constitution or any Florida Statute. In the event of a direct and express conflict between this ordinance and either the Florida Constitution or the Florida Statutes, then the provisions of the Florida Constitution or Florida Statutes, as applicable, control.

SECTION 12: FILING OF ORDINANCE AND EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading and public hearing on the 12th day of December, 2016.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 9th day of January, 2017.

Ordinance Posted on the City's website on November 11, 2016. Public hearing advertised on the City's website on November 18, 2016 and advertised in the Riverland News on December 1, 2016.

Second public hearing advertised on the City's website on December 16, 2016 and advertised in the Riverland News on December 29, 2016.

ATTEST:

CITY OF DUNNELLON

_____
Dawn M. Bowne, M.M.C.
City Clerk

_____
Walter Green, Mayor

Approved as to Form and Legal Sufficiency:

_____
Andrew Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 18th day of November 2016.

_____
Dawn M. Bowne M.M.C.
City Clerk