Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
August 8, 2016
5:30 P.M.
Following Special Council Meeting

PLEASE NOTE: Individuals wishing to address the City Council please sign in. A three-minute time limit will be administered. 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, August 5, 2016)

Chairman'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 MINUTES

June 13, 2016 Council Meeting
June 15, 2016 Special Council Meeting
July 11, 2016 Council Meeting

Documents:

1_cmm20160613.pdf
cmm20160615_Special.pdf
1_cmm20160711.pdf

2. CITY COUNCIL WORKSHOP MINUTES

July 6, 2016 Council Workshop

Documents:

2_cwm20160706.pdf

3. **TREE BOARD APPOINTMENT**

Appoint Sally Chesterfield to serve as regular member of the Tree board effective 8/8/2016, term to expire 1/10/2017. (This position formerly held by Jack Baird whose term was unexpired).

Documents:

treeboardappt.pdf

4. **ACCEPT QUIT CLAIM DEED FROM MOXON LIVING TRUST - #DED2016-01, PARCEL #33639-001-00**

Documents:

DED2016_01acceptanceofquitclaimdeed.pdf
DED2016_01quitclaimdeedexecutedunrecorded.pdf

5. **AUTHORIZE THE MAYOR TO SIGN SUBLEASE #LEA2016-01 WITH STATE OF FLORIDA (FDEP) DIVISION OF RECREATION AND PARKS FOR DUNNELLON LITTLE LEAGUE BALLFIELD**

Documents:

LEA2016_01Sublease 4013_125DNDapproved2016720w.pdf

6. **AUTHORIZE THE MAYOR TO SIGN AGREEMENT #AGR2015-23 WITH KIMLEY- HORN, IPO#55 - RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT PROJECT**

Documents:

AGR2015_23_IPO55_rainbowsprsinfradevproject.pdf

7. **AUTHORIZE THE MAYOR TO SIGN LIGHTING SERVICE CONTRACT 1298423, AGREEMENT #AGR2016-36 WITH DUKE ENERGY FOR ADDITIONAL LIGHTING AT CITY HALL PARKING LOT**

Documents:

dukeenergy.pdf

8. **AUTHORIZE THE CITY CLERK TO SUBMIT THE NAMES OF ALL PERSONS WHO QUALIFY FOR A SEAT IN THE 2016 CITY COUNCIL ELECTION TO THE SUPERVISOR OF ELECTIONS**

9. **APPROVE PROCLAMATION #PRO2016-09, DUNNELLON LITTLE LEAGUE STATE FINALISTS**

Documents:

2016_09_dunnellonlittleleague.pdf

CONSENT AGENDA APPROVAL

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

REGULAR AGENDA

10. PRESENT PROCLAMATION #PRO2016-09, DUNNELLON LITTLE LEAGUE STATE FINALISTS

11. RESOLUTION #RES2016-16, REFINANCING BB&T OUTSTANDING WATER AND SEWER REVENUE NOTE SERIES 2011

PROPOSED MOTION: I move Resolution #RES2016-16 be read by title only.

PROPOSED MOTION: I move Resolution #RES2016-16 be approved.

Documents:

RES2016_16.pdf
RES2016_16closingdoc.pdf

SHORT RECESS TO SIGN BOND RESOLUTION DOCUMENTS

12. PURCHASE APPROVAL REQUEST - UTILITY DEPARTMENT

PROPOSED MOTION: I move the City Council approve the purchase of a 2006 Ford Super Duty F-450 DRW Crane Truck in the amount of $30,249.00 for the Utility Dept.

Documents:

agendasummaryCrane.pdf
Dawns_Approval_Email.pdf

13. FLORIDA FIBER SETTLEMENT OF OUTSTANDING CHARGES

PROPOSED MOTION: I move the Council direct the City Attorney to coordinate with the City Manager, Staff, and Mr. Orshan to prepare a one year lease agreement with Florida Fiber Network (FFN) to include the terms requested by Council during the 8/3 Council Workshop and to prepare mutual releases and any other agreements that the City Attorney deems advisable to settle outstanding FFN debts and receivables per the terms stated in Finance Officer, Jan Smith's correspondence to David Orshan dated July 12, 2016.

14. FIRST READING ORDINANCE #ORD2016-10, AMENDING ELECTION PROCEDURES

PROPOSED MOTION: I move Ordinance #ORD2016-10 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-10 be approved.

Documents:

ORD2016_10amendingelectionprocedures.pdf

15. PUBLIC HEARING - ORDINANCE #ORD2016-09, COMMUNITY REDEVELOPMENT PLAN AMENDMENTS (Advertised On July 22, 2016 On The City's Website And In The Riverland News On July 28, 2016)

Documents:

2016_09CRA_ltrs.pdf
POP_ORD2016_09_CRAplanamendments.pdf

16. FINAL READING OF ORDINANCE #ORD2016-09, COMMUNITY REDEVELOPMENT PLAN AMENDMENTS

PROPOSED MOTION: I move Ordinance #ORD2016-09 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-09 be approved.

Documents:

ORD2016_09CRA_amendment1st draft20160803.pdf

17. ADJUSTMENT TO INTERIM CITY MANAGER'S SALARY

PROPOSED MOTION: I move to authorize an adjustment to the Interim City Manager's salary to the mid range of the City Manager's classification and pay scale ($70,500.00). Retroactive to June 15, 2016.

18. COUNCIL LIAISON REPORTS AND COMMENTS

19. CITY MANAGER'S REPORT

20. CITY ATTORNEY'S REPORT

21. 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 COUNCIL MEETING

DATE: June 13, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:30 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. Pastor Nellie Johnson provided the invocation.

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
Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Eddie Esch, City Manager
Dawn Bowne, City Clerk
Jan Smith, Finance Officer
Mike McQuaig, Police Chief
Lt. Troy Slattery, Interim Fire Chief
Mandy Roberts, Clerk 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, June 10, 2016.

Mayor Whitt's comments

Mayor Whitt reminded everyone that Agenda Item #10 will require a quasi-judicial hearing and second and final reading.

PUBLIC COMMENTS

Joan Duggins, 19687 SW 88th Loop, asked the Council to vote "no" on Agenda Item #4.

Mary Ann Hilton, 12078 Palmetto Court, commented on the following:

Agenda Item #6: She stated there is no transportation element in the Comp Plan and she doesn't feel this has been thoroughly reviewed by Council and the public.
Agenda Item #7: She stated she understood that the 125 Anniversary Park would not be funded by the City. She said CRA money is still City money.
Agenda Item #11: She made recommendations regarding the Charter positions and providing for stipulations regarding behavior and performance.

Mr. Art Fisher, Dunnellon resident, discussed the performance review process, specific to the City Manager position. He suggested the purpose is to periodically review goals, tasks and objectives. He stated he feels the current process is non-productive.

Ms. Pam Macintyre, 11809 Camp Drive, referred to Roberts Rules of Order, maintaining a professional decorum and stated the Mayor is responsible for maintaining order.

Ms. Penny Fleeger, 11735 E. Blue Cove Drive, stated the majority of Council's concerns are a result of past City Managers and are unrelated to the current City Manager.

Ms. Johanna Soldato, 20202 Quail Run Drive, expressed concern with eliminating the position of City Manager.

CONSENT AGENDA

1. City Council Workshop Minutes
   April 27, 2016 Special Workshop
   May 03, 2016 Special Workshop
   May 04, 2016 Workshop
   May 11, 2016 Special Workshop

2. City Council Minutes
   April 20, 2016 Special Council Meeting
   May 09, 2016 Council Meeting

3. Approve Purchase Requests 2016085-2016086 for Flatbed Utility Trailer

4. Authorize Mayor to sign GWP Choice Hotel Water Main Extension, Agreement #AGR2016-12, Change Order #3 in the Amount of $18,279.60

5. Award RFP #BID2016-06 to Florida Municipal Services and Authorize Mayor to Sign Agreement #AGR2016-21

6. Authorize Mayor to Sign TPO Interlocal Agreement #AGR2016-29

7. Authorize Mayor to Sign Fox Chapel Iron Works Agreement #AGR2016-30

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

Councilman Winkler made a motion to place Agenda Item #15 on the consent agenda. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The motion passed 4-0. Councilman Dillon abstained from voting.

Vice-Mayor Green moved the consent agenda be approved as amended. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 4-0. Councilman Dillon abstained from voting.

Councilman Dillon completed and signed the following *Form 8B Memorandum of Voting conflict for County, Municipal, and Other Local Public Officers*:

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Dillon, III Charles Joseph	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Council Seat 3
MAILING ADDRESS PO Box 1937	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Dunnellon, FL COUNTY Marion	NAME OF POLITICAL SUBDIVISION: City of Dunnellon
DATE ON WHICH VOTE OCCURRED 6/13/16	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Charles J. Dillon III, hereby disclose that on 6/13, 20 16:

(a) A measure came or will come before my agency which (check one)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Agenda Items #15 + Consent Agenda
(#15 moved to Consent Agenda)
City Lien on 20717 Walnut Street.
This inures to my financial gain
as I am negotiating purchase
of the subject property.

6/13/16
Date Filed

X
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

REGULAR AGENDA

AGENDA ITEM NO. 8 – INTRODUCTION OF NEW OFFICER, ELDON RAINES

Chief McQuaig introduced the newest member of the police force, Officer Eldon Raines.

AGENDA ITEM NO. 9 – CITY OF DUNNELLON FAIR HOUSING WORKSHOP

Mr. Fred Fox, Fred Fox Enterprises, conducted a Fair Housing Workshop as required by CDBG Grant Agreement #AGR2014-36 and DEO Contract # 15DB-OJ-05-52-02-E02. Mr. Fox provided a handout and a sign-in sheet to the audience. Mr. Fox's handout is **attached hereto and made a part of these minutes**.

AGENDA ITEM NO. 10 – FIRST READING ORDINANCE #ORD2016-05, REZONING #REZ2016-01, 20831 POWELL ROAD

Councilman Dillon moved Ordinance #ORD2016-05 be read by title only. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL MEDIUM DENSITY (R-3A) TO PUBLIC (P) OF PARCEL 3350-050-000 (LOTS 50, 51, 59, 60) COMPRISING 3.77 ACRES AND PARCEL 3350-081-000 (LOT 1911 AND N 125 FEET OF LOT 81) COMPRISING .79 ACRES LOCATED AT THE NORTHWEST AND SOUTHWEST CORNERS OF THE POWELL ROAD AND CEDAR STREET INTERSECTION; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-05 be approved. Councilman Hancock seconded the motion.

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

AGENDA ITEM NO. 11 – FIRST READING ORDINANCE #ORD2016-06, CHARTER REFERENDUM

Councilman Winkler moved Ordinance #ORD2016-06 be read by title only. Councilman Dillon seconded the motion. The motion passed 4-1. Mayor Whitt voted no.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON A PROPOSED AMENDMENT TO SECTIONS 18A, 19, 21, 22 AND 25 OF THE CITY CHARTER ELIMINATING THE CITY MANAGER POSITION; PROVIDING FOR CITY COUNCIL MANAGEMENT OF CITY DEPARTMENT HEADS OR MANAGEMENT OF SAME BY CITY COUNCIL'S DESIGNEE(S); PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE."

Councilman Dillon moved Ordinance #ORD2016-06 be approved. Councilman Winkler seconded the motion.

Mayor Whitt stated he strongly opposes. There was no further discussion.

The vote was taken and Mayor Whitt opposed. The motion passed 4-1.

AGENDA ITEM NO. 12 – FIRST READING ORDINANCE #ORD2016-07, PARKING TICKET AMENDMENTS

Councilman Dillon moved Ordinance #ORD2016-07 be read by title only. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-07

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING PROCEDURES FOR ISSUANCE OF PARKING TICKETS; ADOPTING REQUIREMENTS FOR CONTENTS OF PARKING TICKETS; ESTABLISHING PROCEDURES TO REFER VIOLATIONS TO THE COUNTY COURT SYSTEM; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-07 be approved. Councilman Hancock seconded the motion.

Mayor Whitt called for discussion. There was none.
The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 13 – FIRST READING ORDINANCE #ORD2016-08, BOATING TICKET AMENDMENTS

Councilman Dillon moved Ordinance #ORD2016-08 be read by title only. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-08

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING PROCEDURES FOR ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING; ADOPTING REQUIREMENTS FOR CONTENTS OF MUNICIPAL CODE VIOLATION TICKETS FOR VIOLATIONS OF THIS CHAPTER; ESTABLISHING PROCEDURES TO REFER VIOLATIONS TO THE COUNTY COURT SYSTEM; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-08 be approved. Councilman Winkler seconded the motion.

Mayor Whitt called for discussion. There was none.

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

AGENDA ITEM NO. 14 – BB&T REFINANCE REQUEST LETTER

Councilman Dillon made a motion to authorize Mayor Whitt to sign the BB&T Refinance Letter as presented at the June 9th workshop. Councilman Hancock seconded the motion.

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

AGENDA ITEM NO. 15 – CITY LIEN ON 20717 WALNUT STREET

This item was approved on the consent agenda.

AGENDA ITEM NO. 16 – UPDATE ON EDUCATION AND QUESTION MATERIAL FOR TAX PAYER SURVEY AND MEETING WITH MARION COUNTY

Mr. Esch reported on a meeting with the Marion County Property Appraiser and Tax Collector. He stated there was much discussion regarding the necessary steps to implement a fire assessment. He said it was a very productive meeting and more information is forthcoming. Mr. Esch said Councilman Hancock attended the meeting as the council liaison.

Councilman Hancock stated the Marion County staff was extremely helpful. He said, however, the City should have started the process sooner. He explained as a result, the City would not be able to implement a fire assessment in the 2017 budget year. Councilman Hancock stated the City must adhere to stringent timelines in order to implement the fire assessment in the 2018 budget year.

Councilman Dillon asked if another assessment study would be necessary. Councilman Hancock stated yes; in order to calculate a formula. He explained the City cannot use the County's formula. Mr. Esch stated this is because the County offers a different level of service. He said the formula must be "needs based." Mrs. Bowne added that an independent study would be necessary to defend the assessment in the event of a class action lawsuit.

Mrs. Bowne reviewed the necessary timeline and required action if the Council chooses to move forward with implementing the assessment.

After much discussion among Council and staff regarding the calculation of the formula and required action, Council agreed to further educate themselves, and take the necessary steps to move forward.

Mayor Whitt thanked Councilman Hancock and the City staff for working with the County on this project.

AGENDA ITEM NO. 17 – APPROVE EVALUATION OF CITY MANAGER

Councilman Dillon made a motion to approve the City Manager Evaluation. Councilman Winkler seconded the motion.

Mayor Whitt asked if Councilman Winkler's evaluation was calculated into the totals. Mrs. Bowne replied yes; but, only in the categories that he evaluated. She explained if no rating was offered in a category by Councilman Winkler, the result was based on the other four evaluations only.

Mr. Esch offered an apology for the presentation at the previous workshop. He suggested the Council table the motion to approve the evaluation, and allow him to meet with each of them individually to discuss issues of concern presented in the evaluation.

Councilman Hancock asked if this evaluation process/format has been used in the past. Mrs. Bowne confirmed it was used for Mr. Esch's previous evaluation and has been used with past city managers.

Mayor Whitt supported Mr. Esch's proposal and mentioned the positive comments received from the public. He stated he is pleased with Mr. Esch's performance.

Mayor Whitt called for a vote. The motion passed 4-1. Mayor Whitt opposed.

AGENDA ITEM NO. 18 – COUNCIL LIAISON REPORTS AND COMMENTS

Vice-Mayor Green made a motion to terminate the City Manager based on the evaluation that was approved. Councilman Dillon seconded the motion for the purpose of discussion.

Councilman Dillon elaborated on the declining relationship between the Council and City Manager and his actions during the previous workshop. As a result, he stated he does not foresee the Council having a good working relationship with Mr. Esch.

Councilman Hancock referred to his suggestions in Mr. Esch's evaluation. He stated Mr. Esch had two weeks to address concerns with his evaluation and convince Council that he is ready, willing and able to accomplish all personal aspects and professional results he needs to achieve in order to move the City forward. Councilman Hancock said he has seen no such effort. He explained if Mr. Esch had made this attempt, perhaps probation would have been appropriate. He referred to the occurrence at the previous workshop and the Thursday newspaper article. Councilman Hancock stated it is obvious there is no trust on either side of the table. He expressed his displeasure with Mayor Whitt's article, which he felt degraded the other council members and violated the Council Code of Conduct. As a result, Councilman Hancock stated he does not believe that the Council can continue to operate effectively with the current City Manager, with no level of trust.

Mayor Whitt expressed his support for Mr. Esch and challenged the accuracy of the evaluations. He said Mr. Esch should be commended for his efforts, and this is a sad situation. He stated he felt something is going on "behind the scenes."

Vice-Mayor Green said he does not appreciate Mayor Whitt making allegations without supporting evidence. He asked Mayor Whitt to withdraw his comment if he could not provide proof. Mayor Whitt stated it would be difficult to prove. However, he said he felt strongly this is the case, and recommended tabling the issue pending a full investigation.

Ms. Johanna Soldato and Ms. Joan Duggins expressed their displeasure with how this situation has been handled.

Mayor Whitt stated there is a motion on the floor, and called for a vote. The motion passed 4-1. Mayor Whitt opposed.

Councilman Dillon addressed the accusation that Councilman Winkler had been sited with a Sunshine Law Violation. He explained when sitting on a previous Council, the City Attorney called for an executive session regarding a lawsuit. He stated because Councilman Winkler, who was the Mayor at that time, did not state the name of two labor attorneys who accompanied the City Attorney, a violation of the Sunshine Law occurred. Councilman Dillon explained that the "City" was cited, not Councilman (then Mayor) Winkler, and the case is cited in the *Guide to the Sunshine Amendment and Code of Ethics*. Councilman Dillon said he knows of no other person who he trusts and admires as much as Councilman Winkler, and would never question his ethics. He stated the accusation in the newspaper was erroneous.
Councilman Winkler thanked Councilman Dillon for the clarification.

Councilman Hancock asked Council to authorize him to meet with staff to discuss plans to proceed going forward. He suggested Vice-Mayor Green and Mrs. Bowne meet with the departments to discuss operations in the absence of a City Manager.

Vice-Mayor Green suggested having a special public workshop to meet with the supervisors and department heads.

Councilman Dillon suggested giving staff time to adjust and report back to Council. He agreed with Councilman Hancock's recommendation.

Council agreed to authorize Vice-Mayor Green to participate in staff meetings with Mrs. Bowne to inform the employees of the change, and offer Council's full support.

Attorney Hand pointed out to Council that the City Manager position is mandated by the City Charter.

AGENDA ITEM NO. 19 – CITY MANAGER'S REPORT

Mr. Esch said it has been an honor to serve the City for the past six years. He said tough times have gotten much worse. He said Dunnellon deserves good leadership and hopes it will be provided. He said he is willing to help if needed, and he understands Council's decision, although he doesn't agree it is fair.

AGENDA ITEM NO. 20 – CITY ATTORNEY'S REPORT

Attorney Hand stated the motion to terminate the City Manager needs to be specific in order to determine whether severance is payable per the employment contract.

Vice-Mayor Green made a motion to terminate without cause. Councilman Dillon seconded. The motion passed 4-1. Mayor Whitt opposed.

AGENDA ITEM NO. 21 – ADJOURNMENT

At approximately 7:25 p.m. Councilman Dillon moved the June 13, 2016 City Council meeting be adjourned. Councilman Winkler seconded. All members voted in favor. The motion passed 5-0.

Attest:

_____	_____
Dawn Bowne, MMC	Nathan Whitt, Mayor
City Clerk	

P:\minutes special council meeting\20160613doc

CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING

DATE: June 15, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:35 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. Marylin Welch provided the invocation.

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
Richard Hancock Councilman, Seat 5

STAFF PRESENT

Dawn Bowne, City Clerk
Jan Smith, Finance Officer
Mike McQuaig, Police Chief
Lt. Troy Slattery, Interim Fire 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 Monday, June 13, 2016. Mrs. Bowne stated modifications were made to the agenda. She said a *Capital Element* was added and minor text amended.

Walk on item:

Mrs. Bowne addressed the *"Audit Certification Memo"* and explained this document must be signed by the Mayor and submitted to DEO as part of the grant process related to the hotel.

Council and staff engaged in brief discussion.

Councilman Dillon moved to authorize the Mayor to sign the *"Audit Certification Memo."* Councilman Winkler seconded the motion.

Mayor Whitt read the following statement which is "checked" on the application: *"The City of Dunnellon is not required to submit an Single Audit in accordance with the provisions of 2 Code of Federal Regulations (CFR) Part 200 (formerly Office of management and Budget (OMB)*

Circular A-133) for the year referenced above because the federal audit threshold of $500,000 ($750,000 for fiscal years starting after December 26, 2014) was not met."

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

PUBLIC COMMENTS

Mayor Whitt asked for public comments later in the meeting after the public hearing before Agenda Item No. 2. There were none.

REGULAR AGENDA

AGENDA ITEM NO. 1 – PUBLIC HEARING ORDINANCE #ORD2016-03, EAR-BASED COMP PLAN AMENDMENTS, #CPA2016-01, (POSTED ON THE CITY'S WEBSITE ON 6/2/2016 AND ADVERTISED IN THE OCALA STAR BANNER AND RIVERLAND NEWS ON 6/9/2016)

Mayor Whitt said, "All persons wishing to address the City Council will be asked to limit their comments to 3 minutes and the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the Council members or staff in order to foster mutual respect between council members and the public.

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

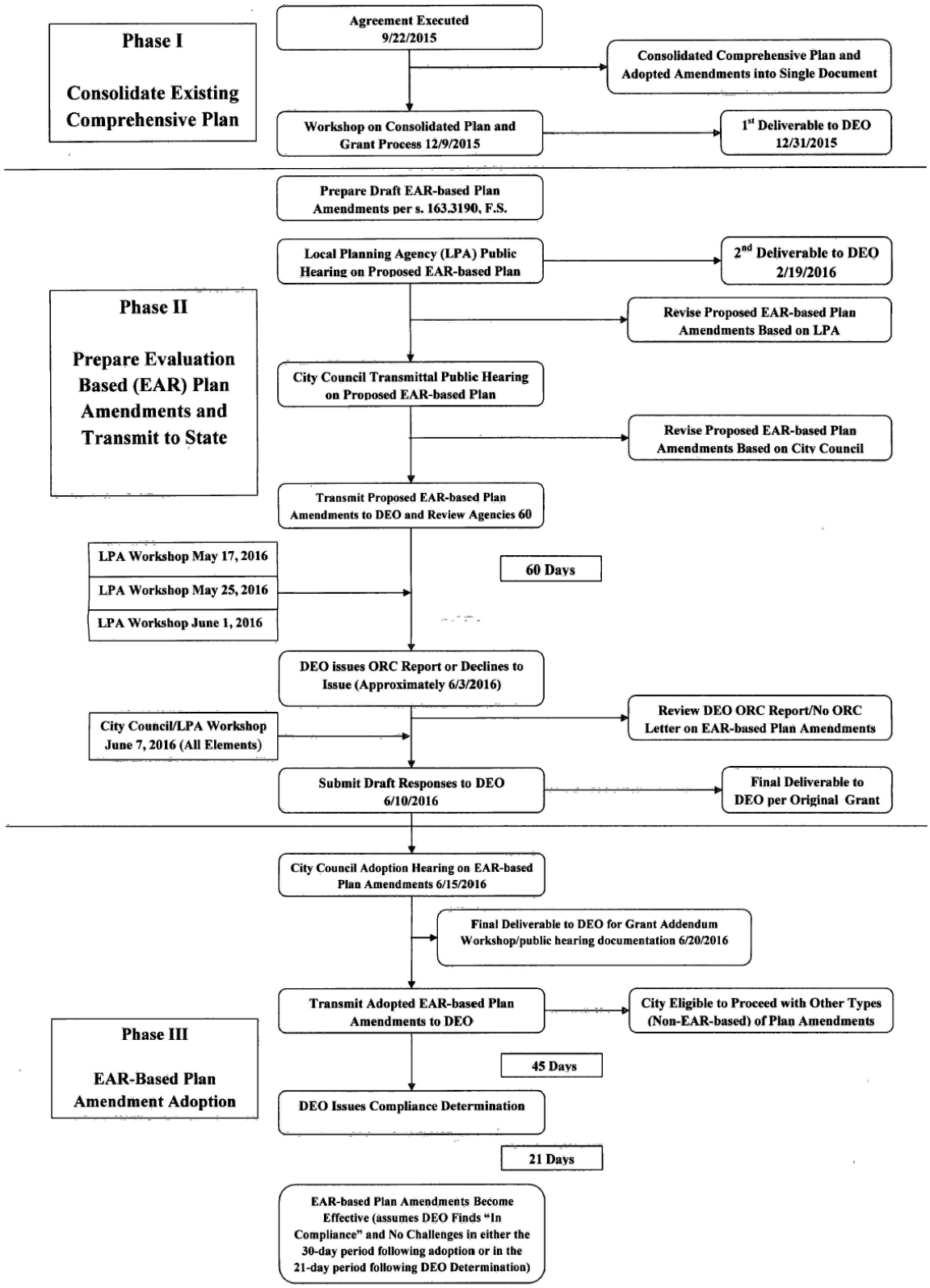
Members of the public addressing City Council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under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

Mayor Whitt gaveled down and said, "It is now 5:42 p.m. and I close the regular meeting and open the public hearing to discuss:

Ordinance #ORD2016-03, EAR Based Comp Plan Amendments, Adoption #CPA2016-01. Posted on the City's website June 2, 2016, and published in the Ocala Star Banner and the Riverland News on June 9, 2016.

Mr. Metcalf reviewed the following flowchart illustrating the planning process, which began in September 2015, as required by DEO Grant #2015-22 and Section 163.3184, Florida Statutes.

City of Dunnellon
Planning Process Required by DEO Grant #2015-22
and Section 163.3184, Florida Statutes



Mr. Metcalf stated his first goal in this process was to perform an administrative exercise to consolidate the comprehensive plan amendments into a single binder, referred to as The Consolidated Plan. He said the Statute requires the City evaluate whether comprehensive plan amendments are necessary, approximately every seven years, in response to changes in state laws.

Mr. Metcalf reviewed the comments and responses in the following "Draft Responses to Reviewing Agencies Comments for Dunnellon Proposed Amendment 16-1 EAR." Throughout the reviewing process of the amended policies he referred back to this document.

Draft Responses to Reviewing Agencies Comments for Dunnellon Proposed Amendment 16-1 EAR

The following are draft responses to the Reviewing Agency comments. The consultant will prepare draft policies for consideration by the City Council as indicated in this response. However, the City's final responses to the reviewing agencies comments and decisions on the draft policies will be determined based on the direction of the City Council at the adoption hearing; if the City Council concurs, the responses indicating that "the City will consider" adoption of policies will be revised to "the City had adopted" the referenced policies.

DEO Comment: The City has committed to the following guiding principles set forth in the Final Basin Management Action Plan: Rainbow Springs Group and Rainbow Springs Group Run, December 2015 (BMAP). The guiding principles will be used when developing new projects within the City's authority and to continue to communicate and coordinate necessary actions with regard to BMAP implementation. The City might consider reflecting this commitment in the comprehensive plan by:

- Modifying Objective 7 of the Conservation Element to express the City's commitment to the strategies and management actions set forth in the BMAP to achieve the targeted reductions in nitrogen loading to Springs Group and Rainbow Springs Group Run, and
- Updating the five-year schedule of capital improvements to include those stormwater and wastewater projects listed in Tables 12 and 14 of the BMAP that are identified as City-led, have not yet started, and are to be completed by 2020. For example, the schedule would include the one stormwater and two wastewater service area expansion projects (Nos. R050, R053, and R054 in BMAP Tables 12 and 14, respectively). Based on the ranking criteria proposed in new Policy 1.4 in the Capital Improvements Element, these projects might be ranking in the schedule as second priorities, behind those required to address health and safety concerns.

Response: The City will consider revising the Conservation Element to incorporate a revised objective and related policies regarding the implementation of BMAP. The City is currently evaluating its fiscal ability to commit revenues for the improvements as referenced and will incorporate such improvements upon confirming an available projected revenue source.

FDOT Comment: Notably, the amendment package includes repealing transportation concurrency to promote economic development. While this approach is permitted by Florida Statutes, the Department recommends that the City adopt a mobility plan, mobility policies, and a funding mechanism for transportation improvements to replace the concurrency requirements. Without a plan and funding mechanism, the proposed EAR-based amendments could adversely affect US 41, which is a State Highway System (SHS) facility. The comments and recommendations are intended to help the city increase mobility options and decrease potential impacts to the SHS facilities.

Response: The City will consider the preparation and adoption of a mobility plan at a future date and would appreciate obtaining technical assistance from the Department in considering options for funding the preparation and implementation of the mobility plan. The traditional grid roadway system generally facilitates multimodal options for local trip making, and the City is willing to consider practical, cost-effective ways of enhancing that network and related design improvements on major roads. However, the City is also greatly concerned that pass-through regional trips comprise the majority of trips on US 41 and other major roadways, and that arterial speed (i.e., the LOS measure) should not be the primary objective within the City. Rather, the City would like to work with FDOT to determine an appropriate balance for maintaining reasonable regional traffic flow, while enhancing safety for other modes and encouraging regional, pass-through commuters to shop, dine and support local businesses in Dunnellon.

The City will consider an objective and implementing policies to encourage development/redevelopment of US 41 as a main street designed with "complete street" elements, consistent with the philosophy described above. As part of this overall strategy, the City believes that incentives are critical to encourage quality redevelopment to establish successful business centers, shopping centers and mixed use centers (services/retail, restaurants, and potentially residential). The City is willing to partner with the Marion County TPO and FDOT to explore a shared funding strategy that would support such mobility improvements on US 41 and other major roads with multi-modal linkages to the grid network to facilitate pedestrian and bicycle trips. It is important though that a comprehensive, shared funding strategy include significant regional and state participation, given the impact of regional, commuter pass-through traffic and the need to incentivize local economic development. Mobility fees or other such local funding source would be considered as a supplement to the primary investment from the TPO and FDOT for multimodal improvements on US 41 and other major roads.

FDOT Comment: The City has not proposed a method to evaluate future land use amendments for transportation impacts or identified a way to prioritize and pay for transportation improvements. The proposed amendments do not include a method or standard to evaluate or mitigate potential impacts of a proposed land use amendment that could generate a significant number of trips, other than a legislative decision.

Response: The City will consider a revised policy to require future land use amendment applications to include an evaluation of traffic impacts to determine the potential impacts on operating level of service, and will provide this information to the TPO to assist in coordinating on the need for multi-modal improvements. However, the City cannot legally condition a legislative decision on a future land use amendment based on an applicant's commitment to mitigate impacts.

FDOT Comment: The City could consider adding a policy (similar to Recreation Element Policy 3.1) to the transportation to facilitate bicycle and pedestrian connections between residential, commercial, and mixed use land uses to enhance multi-modal mobility within the City.

Response: The City will consider adding a policy as recommended.

FDOT Comment: The City could incorporate the following components into the comprehensive plan to enhance mobility and safety.

- Adopt Policies to create complete streets that include improvements like sharrows and sidewalks on local streets.
- Adopt policies that promote bicycle and mobility options in the City.
- Adopt a method of measuring impacts of development proposals to the existing transportation system and provide appropriate mitigation.

Response: The City will consider a policy to address complete streets and other mobility options as discussed in the first response above. However, the City does not intend to adopt a policy to require "mitigation" for development proposals, as that would constitute a concurrency approach, which the City has determined is not appropriate or effective for this jurisdiction. The City will consider adopting a policy to explore mobility fees as an option to implement multimodal improvements that would be consistent with the City's philosophy as outlined in the first response.

FDOT Comment: The Department also recommends removing remaining references to concurrency to ensure internal consistency within the comprehensive plan.

Response: Future Land Use Policy 5.4 refers to review of DRI impacts and does not conflict with the repeal of transportation concurrency. Similarly, Transportation Policy 2.4 seeks to preserve operating LOS through access management. This policy does not refer to an adopted LOS standard and does not conflict with the repeal of transportation concurrency. Rather, it is consistent with the Department's recommendations for the City to address mobility. Intergovernmental Coordination Element Policy 3.6 has been revised, and the concurrency management system policy has been revised to delete references to road concurrency.

SWFWMD Comment: The District did not make any comments regarding the proposed amendments, but did provide advisory comments.

Response: The City acknowledges and appreciates the District's advisory comments regarding the future 10-year Water Supply Plan due next year and recently completed projects based on the updated Rainbow management plan.
FDEP: No comments.

NFRPC: No comments. The NFRPC determined that the proposed amendment are not anticipated to result in significant adverse impacts to significant regional resources and facilities identified in the Strategic Regional Policy Plan and are not anticipated to crease significant adverse impacts to adjacent local governments.

Mr. Metcalf stated State law and the grant process require the amendments to be presented in a *"strike-through, underline format."* He said the version presented tonight is the consolidated Comp Plan and it shows the exact changes to be submitted to the State. He said in most of the revised elements the text changes were "clean-ups and format changes."

Capital Improvements Elements

Mr. Metcalf explained *Policy* 1.4 prioritizes the way capital improvement expenditures occur for water, sewer and drainage.

Council and staff engaged in brief discussion regarding the City having the flexibility to prioritize provision of infrastructure to serve new development as specified in *Policy 1.4.F*, in situations where the developer executes a service agreement, which the City deems sufficient to advance the improvement.

Mr. Metcalf explained *Policy 2.3* provides the ability for the City to update the Capital Improvement schedule by ordinance in the future.

Council and staff engaged in lengthy discussion regarding *Policy 1.1.G* and capital improvement projects. Mr. Metcalf directed Council to the "Attachment A, 5 Year Capital Improvement Schedule" and discussed the "grant funding" and "bond proceed funding" projects.

Lewis Bryant, Kimley-Horn Associates, was present and addressed the Rainbow Springs/City of Dunnellon interconnection project and reported it is near completion. He stated the project is part of the Economic Development grant.

Mayor Whitt asked Mr. Bryant questions regarding the "BMAP Project-MNAP R054 - Constructing 8" Force Main from San Jose WWTP to Juliette Falls" and the "BMAP Project R053 – Wastewater Improvements to Connect Five Package Plants." Mayor Whitt stated his understanding was the construction of the force-main and a lift station at each of the plants was going to be funded within the $2,378,000. Mr. Bryant said he was not involved in the planning exercise and he hasn't seen the application; however, he did speak to a representative from SWFWMD and understands funding is approved and set aside.

Mayor Whitt stated his point was that R053 may be absorbed by the grant, or a good portion of the amount. Mr. Bryant said he was not certain because there may be other package plants in the County's master plan.

Councilman Hancock asked Mr. Bryant if Item Numbers 4 and 5 are two different projects. Mr. Bryant replied yes. Item Number 5 is the water treatment plant, BMAP Item Number 4 is the advance waste-water treatment plant. He said the County has bought property in a different location as part of the plan for a new waste-water plant.

Councilman Hancock asked Mr. Bryant if there is a way to identify either of these items.
Mr. Bryant stated he understands the projects above the storm water improvements line were part of the 2012 master plan, and most were to correct flow and pressure deficiencies in existing

systems. He explained Item 5, the new water plant, was to address fire flows on the east side of the river and support additional development.

Council and staff engaged in brief discussion with Mr. Bryant regarding the permit renewal process for Juliette Falls, S.W. 180th Avenue force-main project and the concern of Sateke Village connecting to the project. Mrs. Bowne requested Council to appoint Councilman Dillon as liaison regarding Sateke Village.

Mrs. Bowne thanked Mr. Bryant for attending the meeting and answering Council's questions.

Mr. Metcalf continued his review process.

Future Land Use Element:
Mr. Metcalf explained there were some technical changes and compliance with statutory language referencing gross acreage. He discussed the statutory requirement of filling a range in the "mixed use" category.

Councilman Dillon engaged in brief discussion and clarification with Mr. Metcalf regarding the following policies: *Policy 1.18, Policy 2.6* and *Policy 6.2.* Councilman Dillon also questioned and discussed the element regarding the existing lots of record and the options. Mr. Metcalf reviewed the element and stated the following language was accidentally omitted. Councilman Dillon provided the following language from a handout presented at the May 25, 2016 workshop titled "Draft Lot of Record Policies":

> "Notwithstanding the density limitations of the Comprehensive Plan and minimum lot size and dimension requirements as set forth in the Land Development Regulations, a lot of record in a residential land use category may be developed for one (1) single family dwelling unit and an accessory dwelling unit, subject to compliance with eligibility requirements and additional standards as may be adopted in the Land Development Regulations to protect the public health, safety and welfare. For the purpose of this policy, a "lot of record" includes any lot established pursuant to a plat or metes and bounds description recorded in the records of Marion County, provided that the lot was established prior to the effective date of the Dunnellon Comprehensive Plan. Any lot established after the effective date of this policy shall conform to all requirements of the Dunnellon Comprehensive Plan and Land Development Regulations."

Mr. Metcalf stated he would amend to add the "lots of record" language, minus the option.

***Transportation Element*:**
Mr. Metcalf stated *Policy 1.1* is a general planning guide and *Policy 2.1* addresses more detail of traffic study requirements. He said this policy was added due to DEO's comments regarding clarifying what an applicant must address and is part of the land use change. Mr. Metcalf stated *Policy 3.2* includes reference in maintaining mobility and working with TPO, which was added in response to one of DEO's comments. He said there should be a period after the word "strategies" on Page 3, Objective 3, and he will correct the final

version. Mr. Metcalf explained *Policy 3.5* addresses US 41 and the mobility planning strategy.

Housing Element:
Mr. Metcalf stated there were no changes in what was presented in the workshops. He said there were minor clean-ups and modifying the policy to reflect the current statutes that address planning for manufactured/mobile homes.

Historic Preservation Element:
Mr. Metcalf explained this is a new element which was drafted at the time the City worked on its initial plan, but was never adopted. He stated the only difference between the draft and the element as presented here, is some policies were moved to housing.

Public Facilities Element:
Mr. Metcalf stated this element involved changes because an *Infrastructure Element* was in the *Public Facilities Element* and in the Comp Plan, you only need one or the other. He said policies were reorganized between the two elements. He said *Policy 1.1.6* addresses the timing and extent of capital improvements. Mr. Metcalf stated annexation is addressed in the *Capital Improvement Element* and recommended adding an annexation policy in the Comp Plan.

Aquifer Protection Element:
Mr. Metcalf said this element was also previously drafted but never adopted. He explained *Policy 1.1* was shifted from the *Infrastructure Element* and reorganized, *Policy 2.1* discourages the sale and use of pesticides/fertilizers and *Policy 3.1* focuses on the protection of groundwater quality. He stated most of the policies in this element are standard and are adopted to deal with conservation.

Conservation Element:
Mr. Metcalf said most of the changes in this policy involved organizing the policies into different elements.

Councilman Hancock recommended removing the word "needed" on Page 3, of *Policy 2.3*. Mr. Metcalf agreed.

Council and staff engaged in a brief discussion regarding the following minor edits and corrections to the amendments:

- *Traffic Circulation Element:* Page 3, *Policy 2.4*, Objection 3 - add a period after the word "strategies." (delete "to achieve")

- *Conservation Element:* Page 3, *Policy 2.3* - remove the word "needed."

- *Future Land Use Element:* Add the "Draft Lot of Record Policies presented at 5/25/2016 Workshop" language, minus the "options."

Mrs. Bowne asked if Mr. Metcalf would require a transcript of the minor edits. He stated he would prefer to listen to the audio.

Mr. Metcalf proceeded to review the *Conservation Element*.

Council and staff engaged in brief discussion regarding septic tanks being near certain water bodies. Mr. Smith noted the City Code includes a standard for the distance of 500 feet.

Mr. Metcalf stated *Policy 7.5* was added per DEO requests. He explained this policy recognizes that the City is implementing the program and it notes prioritizing capital improvements.

Recreation and Open Space Element:
Mr. Metcalf reviewed *Policy 1.1* and stated the City still has the service standard of "2 acres per 1,000 population" and explained the addition of "defined as fewer than five acres." He said in *Policy 1.5* the "Recreational Trail Map and the Proposed Trails and Greenways Map" was changed to "Bicycle, Pedestrian and Bluewater Master Plan." In *Policy 2.4* the "Little League Park" was changed to the "Dunnellon Sports Complex."

Council and staff engaged in brief discussion regarding the language in *Policy 2.4* regarding the parks. It was Council's consensus to revise the sentence to read: "The City shall assess the feasibility of developing improved ***public*** recreational facilities at ***all City parks***." Also, *Policy 6.2* was discussed and amended to read: "***Improved*** recreational access ***points*** along the Rainbow River and Withlacoochee River shall be limited," etc. Mayor Whitt suggested to add the word "public" in the second sentence and it should read: "Monitoring and limiting **public** access shall be a cooperative effort, etc."

Intergovernmental Coordination Element:
Mr. Metcalf explained the minor changes in this element were basically references to agencies. He said *Policy 3.6* was edited in response to DOT's concern regarding coordination on LOS issues. He explained a date was changed in *Policy 3.8* and the *Future Land Use Element*. Mr. Metcalf addressed *Policy 4.1* and the references to preventing and discouraging urban sprawl. He explained the language was struck in *Policy 6, Policy 5.4* and replaced with an updated policy that calls for the City to work with the County on an interlocal agreement, which is a statutory requirement.

Implementation Element:
Mr. Metcalf said *Policy 1* was added to be helpful procedurally for the City and it clarifies that the City is adopting Future Land Use Map. He said the objective is to eventually have the Dunnellon Comprehensive Plan user-friendly and achieve consistency in its application and interpretation.

Mr. Metcalf stated *Policy 3* provides the history of how the effective date of the plan was defined.

Council and staff engaged in brief discussion regarding the referencing of use of the effective/adoption date when any modifications are made to the Comp Plan.

Mr. Metcalf said a reference list of "acronyms" was added in *Policy 4* for terms used throughout the Comp Plan. He stated the Plan will have a cover showing "Volume II", "Goals, Objectives and Policies" and the Table of Contents will list each of the Elements and the maps to be adopted. He said there are other maps in the support documents that are actually adopted as part of the Comp Plan and required by Statute. Mr. Metcalf explained the maps were updated by a GIS planner and he will provide the maps to Mr. Smith.

Mr. Metcalf concluded his presentation.

Councilman Hancock asked Brenda D'Arville, Chair of the Planning Commission, if she had any comments or questions.

Mrs. D'Arville stated she and the Planning Commission are extremely grateful for Mr. Metcalf's expertise and the time he spent preparing the proposed amendments.

Councilman Hancock stated his appreciation and gratitude towards Mr. Metcalf and read comments from a colleague regarding their opinion/input on Mr. Metcalf, the Comp Plan and the proposed amendments. He said the colleague recommended it would be good to accept this draft in its current form and have a complete and consistent document as the base of future changes.

Councilman Hancock stated at the last Planning Commission meeting a comment was made about a grant being submitted to have Mr. Metcalf continue his support of Community Development, which included bringing the zoning map of the City up to date.

Mr. Metcalf stated the grant application was filed and is being reviewed by DEO. He said they received a large amount of applications and it's competitive. Mr. Metcalf stated he felt confident that the City will receive a good funding allocation for the next round of work.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and said, "It is now 9:00 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-03 and reopen the June 15th council meeting."

AGENDA ITEM NO. 2 – FINAL READING ORDINANCE #ORD2016-03, ADOPTION OF EAR-BASED COMP PLAN AMENDMENTS, #CPA2016-01

Councilman Dillon moved Ordinance #ORD2016-03 be read by title only. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne stated there was a minor change to Page 2 of the Ordinance, under Section 2, that added the words; "Attached hereto as Exhibit A".

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-03

AN ORDINANCE AMENDING VARIOUS ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY OF DUNNELLON, FLORIDA, TO REFLECT CHANGES REQUIRED BY THE COMMUNITY PLANNING ACT PURSUANT TO THE SECTION 163.3191, FLORIDA STATUTES, AND THE CITY'S EVALUATION AND APPRAISAL NOTIFICATION LETTER TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AMENDING GOALS, OBJECTIVES, AND POLICIES CONSISTENT THERETO; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND REVIEW AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE."

Mr. Metcalf suggested in the title, after the words "Goals, Objections, and Policies" to insert "and the Future Land Map and Land Use Map Series". He stated the maps were not changed, only upgraded. It was Council's consensus to accept Mrs. Bowne inserting the recommended language and not re-reading the ordinance.

Councilman Dillon moved Ordinance #ORD2016-03 be approved with the minor changes and deletions Mr. Metcalf had spoken to and add the draft Lots of Record policies presented at the May 25, 2016 workshop minus the two options. Councilman Winkler seconded the motion.

Councilman Hancock requested a brief outline of the proposed changes to Comp Plan from Mr. Metcalf.

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

Councilman Hancock stated at Monday's council meeting, on June 13th, Council requested Dawn Bowne, City Clerk, to act as interim City Manager and have department heads report directly to City Council. He stated Attorney Hand recommended formalizing the appointment.

Councilman Hancock stated in an effort to comply with the current Charter and City Code that no funds of the City may be paid except upon the authorization of the City Manager, Councilman Hancock moved to appoint the City Clerk as Interim City Manager, and direct the Finance Officer, Police Chief and Fire Chief to report to City Council on matters effecting their respective departments. Councilman Dillon seconded the motion."

Councilman Dillon said the language in the motion should be amended to read "Assistant Fire Chief." Council agreed. The motion was amended to include "interim" Fire Chief.

The vote was taken and all were in favor. The vote was 5-0.
Mayor Whitt said he was contacted by the OSTDS (On-Site Treatment & Disposal Septic Systems) board regarding the vacant position of a representative from the City. He explained it is a requirement to have a representative from each municipality on this board.

Council and staff engaged in brief discussion.

Mayor Whitt agreed to be the liaison to the OSTDS board.

Councilman Dillon stated he met with Bill Vibbert and Paul Marraffino and discussed the parking lot at San Jose and the opening of twenty-three (23) additional parking spaces. He said they are going to let the County know their intentions. Council and staff engaged in brief discussion regarding the signage.

Vice-Mayor Green stated he was asked by Council to assume the role of liaison to the City employees. He reported to Council that he and Mrs. Bowne met with each of the departments and discussed possible concerns. He said they will meet with the Fire and Police Departments tomorrow.

Councilman Hancock commented on the positive attitude among the City employees.

AGENDA ITEM NO. 3 – ADJOURNMENT

At approximately 9:15 p.m. Councilman Dillon moved the June 15, 2016 Special City Council meeting be adjourned. Vice-Mayor Green seconded. All members voted in favor. The motion passed 5-0.

Attest:

_____ _____

Dawn Bowne, MMC
City Clerk/Interim City Manager

Nathan Whitt, Mayor

P:\minutes special council meeting\20160615.doc

CITY OF DUNNELLON
CITY COUNCIL MEETING

DATE: July 11, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:40 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. John Taylor, former Mayor, provided the invocation.

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
Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk
Jan Smith, Finance Officer
Mike McQuaig, Police Chief
Troy Slattery, Fire 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, July 8, 2016. Agenda Item #10 was modified to add the staff report.

Mayor Whitt's comments

Mayor Whitt requested to move to Agenda Item #9, Special Presentations to the beginning of the meeting.

AGENDA ITEM NO. 9 – SPECIAL PRESENTATION

Introduction of Special Guest: 2016 U.S. Paralympic Track Team Member Regas Woods by Vice-Mayor Green:

Mr. Woods provided an interesting and entertaining tale of his background. He stated he is the co-founder of the "Never Say Never Foundation" which helps kids create a positive attitude through sports after overcoming adversity. He introduced his coach, Tony McCall

and his mother, Deborah Simon. Mr. Woods has a "GoFundMe" page to help cover and support his trip to the Paralympic Trials in Rio.

Vice-Mayor Green presented Mr. Woods with two lapel pins.

Special Presentation by American Legion – John Taylor
Officer James Roberts, Dunnellon Police Department, was recognized as the Officer of the Year by the local American Legion.

Special Presentation by Chief McQuaig
Chief McQuiag announced Sergeant Webb's promotion to Lieutenant.

PUBLIC COMMENTS

- Louise Kenny, 19970 Ibis Court, addressed Agenda Item #4.
- Mathew Baillargeon, President of the DBA, commented on the bonds with Regions Bank.

Councilman Dillon requested Agenda Item #3 be pulled from the *Consent Agenda* for further discussion.

CONSENT AGENDA

1. City Council Workshop Minutes
   June 8, 2016 Workshop

2. Authorize Mayor to Sign Special Police Detail Administrative Policy #POL2016-01

3. Authorize Councilman Hancock, City Council Liaison of the Utility Advisory Board and Hugh Lochrane, Chairman of the Utility Advisory Board to Become Council and UAB Contacts Along With the Interim City Manager for All Agencies, Government Bodies, Etc. Going Forward With Regard to Evaluating the Future of the City's Utility System Along With Any Proposed Expansion and Report Back to City Council, Who Will Make the Final Decision

4. Authorize Staff to Release Proposed Settlement of Outstanding Charges to Date Between the City and Florida Fiber Networks

5. Authorize Mayor to Sign Letter Accepting BB&T's Proposal

6. Authorize Mayor to Sign DEO #15DB-OJ-05-52-E02 Grant Agreement #AGR2014-36 Choice Hotel Water Main Grant Modification Amendment #1

7. Authorize Mayor to Sign Agreement #AGR2016-12 With GWP Choice Hotel Water Main Extension, Change Order #4 in the Amount of $933.70

8. Authorize Mayor to Sign Agreement #AGR2016-22 With Kimley Horn, IPO#53 – Juliette Falls Wastewater Treatment Facility Operating Permit Renewal

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

Councilman Dillon moved the consent agenda be approved, excluding Item #3. Councilman Hancock seconded the motion.

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

Council and staff engaged in lengthy discussion regarding Agenda Item #3, the future of the City's utility system, along with any proposed expansion. Councilman Dillon recommended sending a letter to the County and let them decide whether or not they want to pursue acquisition of the City's utility system.

Councilman Hancock stated the importance of Council and staff being educated with regard to the City's utility system and the force main water project on 180th Avenue Road before consulting further with the County.

Council and staff engaged in brief discussion.

Councilman Dillon moved Agenda Item #3 be approved as presented. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

REGULAR AGENDA

AGENDA ITEM NO. 10 – QUASI JUDICIAL HEARING ORDINANCE #ORD2016-05, REZONING #REZ2016-01 FIRST BAPTIST CHURCH (Advertised on 6/10/2016 on the City's Website and on 6/30/2016 in the Riverland News)

Mayor Whitt gaveled down and stated, "It is now 6:44 p.m. and I close the regular meeting and open this quasi-judicial hearing to discuss:

Ordinance #ORD2016-05 – Rezoning #REZ2016-01 requested by First Baptist Church, 20831 Powell Rd. Dunnellon, FL. Parcel 3350-050-000 (Lots 50, 51, 59, 60) Parcel 3350-081-000 (Lot 1911 and N 124 feet of Lot 81) Advertised in the Riverland News on June 30th 2016 and on the City's Website on June 10, 2016. Notice to property owners and surrounding property owners on June 1, 2016.

All witnesses addressing City Council in this matter will be asked to limit their comments to the specific subject being addressed. Witnesses should disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Witnesses should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

Testimony will be limited to 3 minutes per witness unless the applicant, staff, or affected person requests an extension of time. A request for extension of time will be considered by the Council to assure all parties have a full and fair opportunity to participate without undue repetition and delay.

Public input is valued by the Council. However, in order to foster mutual respect, personal comments should not be directed toward Council members, or staff. Members of the public shall refrain from interrupting the speaker at the podium.

At the conclusion of this hearing, the City Council of the City of Dunnellon will make a decision whether or not to approve Ordinance #ORD2016-05, Rezoning #REZ2016-01."

Mayor Whitt stated, "All witnesses will be sworn in and will testify under oath. All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by Council.

After each witness testifies, any Council member can ask the witness questions. The owner is entitled to cross-examine each witness after his or her testimony and shall do so by asking questions of the witness, or can rebut the witness's testimony by presenting contrary testimony or documents after a witness testifies."

Mayor Whitt stated, "Will the City Attorney now swear in the witnesses."

Attorney Hand asked all who wish to present evidence to please stand at the same time and raise their right hand and he administered a single oath.

Mayor Whitt asked each council member for disclosure of contacts, ex-parte communications or other evidence gathered by decision-making body. There was none.

Mayor Whitt asked for presentation by staff.

Lonnie Smith provided the following staff report:

City of Dunnellon

STAFF REPORT TO COUNCIL

REZONING REQUEST: David Allison, FIRST BAPTIST CHURCH of DUNNELLON

Date: July 11, 2016

To: City of Dunnellon City Council

Re: Land Use and Zoning analysis

Background: The applicant has applied for a rezone of Parcel Number 3350-050-000 (Lots 50, 51, 59, 60) comprising 3.77± acres and Parcel Number 3350-081-000 (Lot 1911 and N 125feet of Lot 81) comprising .79± acres to be changed from Residential Medium Density (R-3A) to Public (P). The parcels currently have a split zoning condition and the rezone would correct that issue.

Application No.: REZ2016-01/PZ1516-056

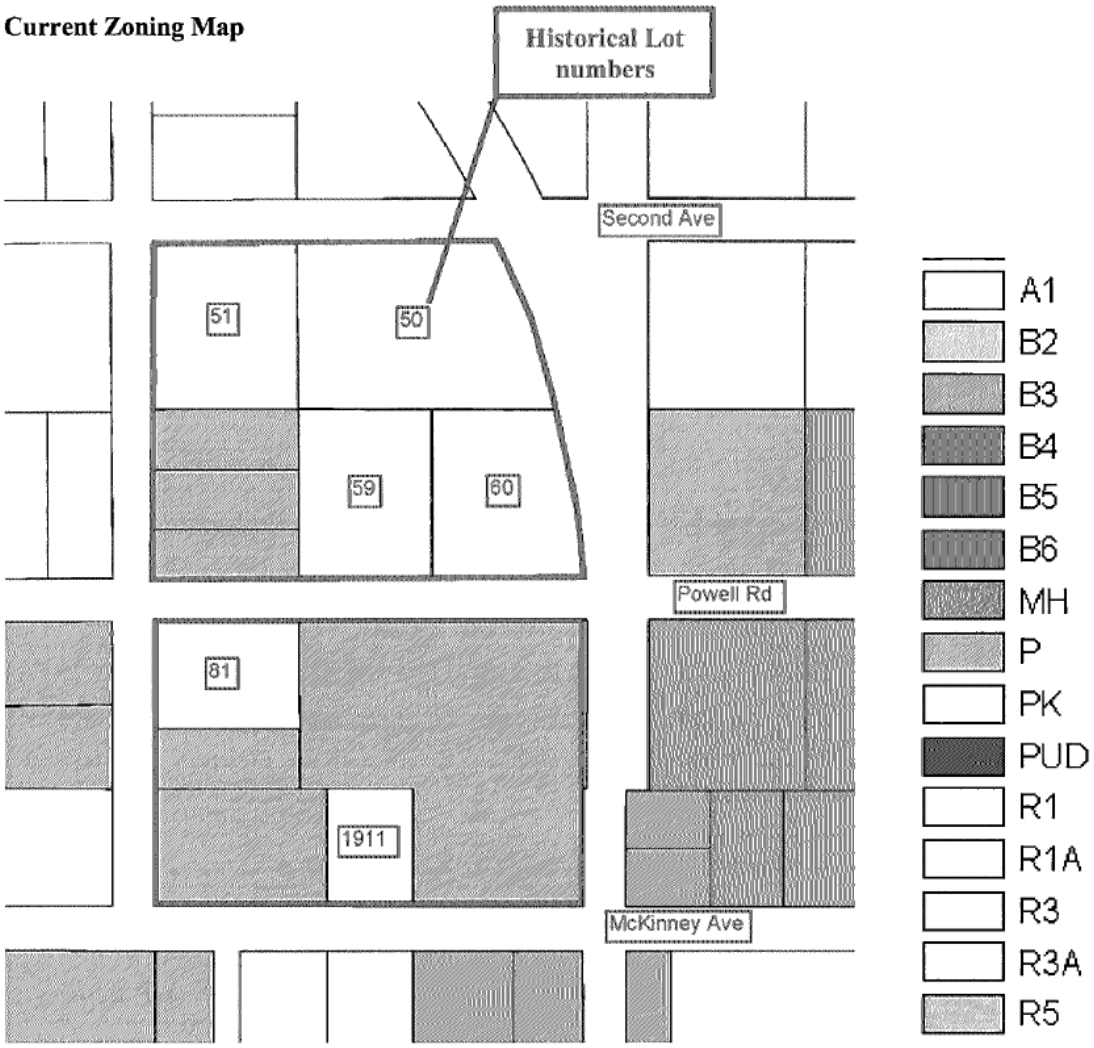
Applicant: David Allison, First Baptist Church of Dunnellon

Property Address: 20831 Powell Ave

Location: Located at the northwest and southwest corner of the Powell Road and Cedar Street intersection. (as shown on the image below)

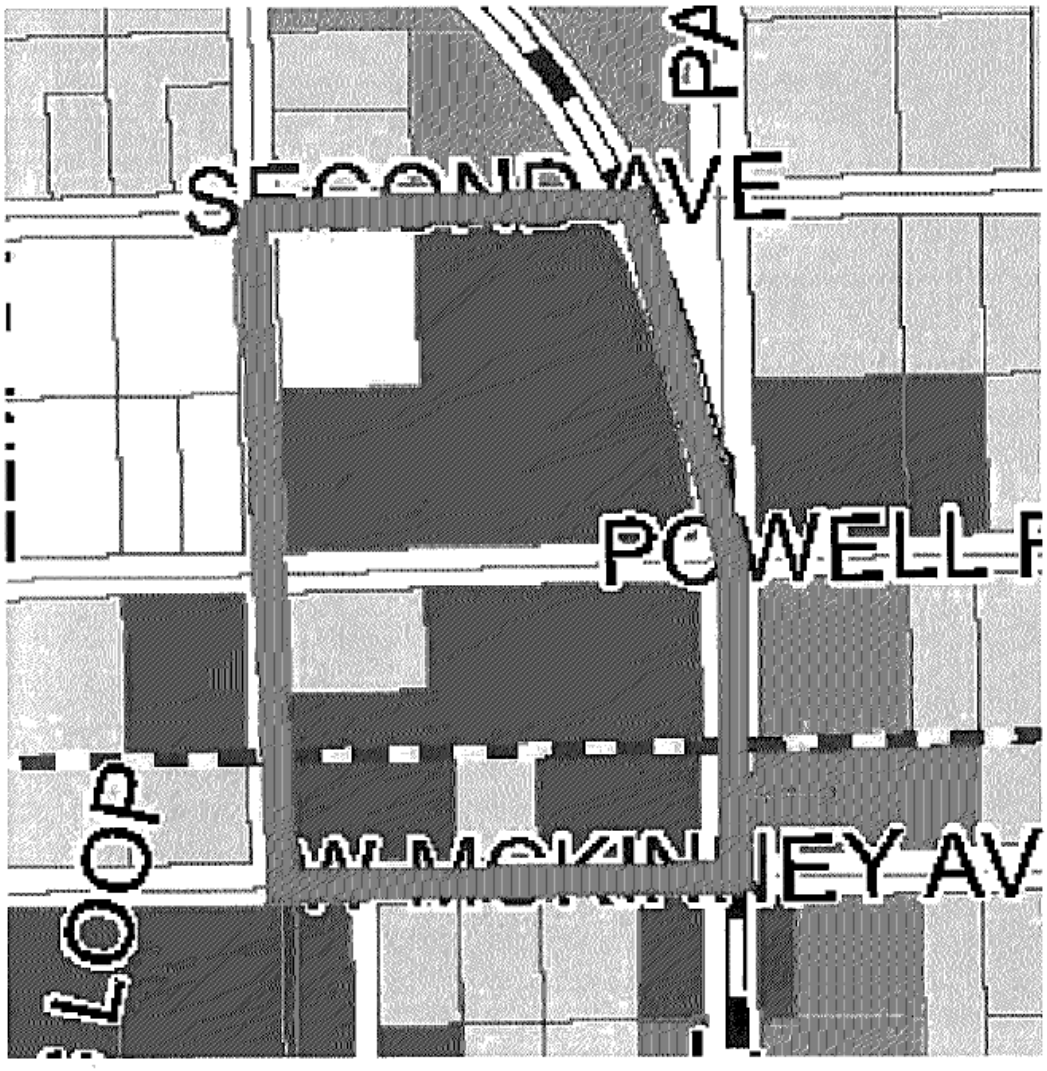
Parcel Numbers: 3350-050-000/3350-081-000

Current Zoning Map



Property Aerial View

Future Land Use Map



DUNNELLON FUTURE LAND USE

- CRA BOUNDARY
- RURAL, (1 du/10 ac*)
- AGRICULTURE, (1 du/10 ac)
- CONSERVATION
- RECREATION
- PUBLIC
- COMMERCIAL
- SPECIALIZED COMMERCE DISTRICT*
- COMMERCIAL TOURIST ORIENTED
- TRADITIONAL NEIGHBORHOOD - 8DU, (0 - 8.0 du/ac)
- TRADITIONAL NEIGHBORHOOD - 12DU, (0 - 12.0 du/ac)
- MIXED USE, (0 - 12.0 du/ac)
- RESIDENTIAL LOW DENSITY, (0 - 2.5 du/ac)
- RESIDENTIAL MEDIUM DENSITY, (0 - 5.0 du/ac)

RESIDENTIAL HIGH DENSITY, (5.1 - 12.0 du/ac)

WATER

Land Use Survey:

	Current Use	Zoning Designation	Land Use Designation
Subject Property	Church/School	R-3A/Public	Residential Medium Density/Public
North	Residential	R-3A	Traditional Neighborhooc
South	Women's Club and Residential	B-3 and R-3A	Traditional Neighborhood/Public
East	Church, Financial Services, Real Estate office	RBO, B-3, Public and R-3A	Traditional Neighborhood Public, Commercial
West	Residential	R-3A/Public	Residential Medium Density/Public

Compatibility Analysis
The proposed Public (P) zoning is consistent with the surrounding properties in that area. The majority of the adjacent properties are R-3A and Public with the minority being B-3and RBO. There is an adjacent church across Cedar St and a Women's Club to the south. The Dunnellon Middle school is situated at the Southwest end of the property.

COMPREHENSIVE PLAN - Future Land Use

Policy 1.2: Residential Medium Density
The medium density residential land use category allows single-family dwelling units and customary residential accessory uses. The maximum density is 5.0 dwelling units per gross acre. The maximum impervious surface is fifty (50) percent. Buildings shall not exceed forty (40) feet in height.

Policy 1.5: Traditional Neighborhood
The traditional neighborhood land use category includes the following uses: residential, neighborhood scale commercial, neighborhood scale office, artisan uses, personal service, civic, cultural, transient lodging, bed and breakfast establishments, religious facilities, and financial services. The following location and design standards apply:

A. A single platted lot may be developed for a single use.
B. A single platted lot may contain a nonresidential use and one dwelling unit, provided that the dwelling unit is located on a second floor or to the rear or side of the business use, either attached or detached from the principal building.
C. A development proposed for two (2) or more lots may contain a single use or a mixture of uses. When mixed uses are proposed, no more than fifty (50) percent of the development acreage shall be devoted to residential uses. When residential uses are proposed, either single-family or multifamily is acceptable. Density shall not exceed eight (8) units per gross residential acre.
D. Transient lodging and bed and breakfast uses shall be limited to an equivalent of eight (8) units per gross acre. Each guest bedroom shall be considered a unit.
E. Uses which have frontage on West Pennsylvania Avenue or Cedar Street may have up to twelve (12) dwelling units per gross acre.

F. The maximum impervious surface for all sites is sixty-five (65) percent.

G. Parcels with five (5) or more acres shall contain at least two (2) different uses. Single-use development is not permissible. Residential uses shall not exceed sixty-five (65) percent of the development site.

H. When an amendment to the Future Land Use Map is proposed to apply the traditional neighborhood land use category, a minimum of five (5) acres is required.

I. Where neighborhood scale development is proposed, no individual building shall exceed a total of 3,000 square feet of floor area.

J. The maximum height for building development is forty (40) feet.

K. Parking lots within the traditional neighborhood land use district shall be designed to ensure that no tier of parking includes more than ten (10) cars.

L. All uses, including accessory structures, mechanical and service equipment, and utility structures shall be integrated with the design of the principle building. Mechanical, service, and utility equipment shall be screened.

M. Nonresidential land uses within the traditional neighborhood district shall be limited to uses with a trip generation of 100 trips per day per 1,000 square feet of building, per fuel station, or comparable unit of measure. The trip generation calculation shall be based on the Institute of Transportation Engineers trip generation book or a similar, professionally acceptable source.

Policy 1.7: Public
The public land use category includes schools, government offices, public works buildings and yards, community centers, and similar uses typically owned or operated by public agencies. The maximum building height is forty (40) feet.

ZONING DISTRICTS INTENT AND PURPOSE

Section 8.18. - Public (P).

a. The public (P) zoning district shall be permitted in **all** land use categories with the exception of the wetlands conservation category.

b. The public (P) district is intended to provide for areas where public and semi-public facilities serve the needs of the community.

c. Front, side, and rear setbacks shall be no less than the corresponding setback of the adjacent property. In the event that a front, side, or rear property line is adjacent to multiple properties, creating multiple setback requirements, the greater setback required for that property line will be met.

d. Maximum height shall be limited to the lowest maximum height allowed of the adjacent properties.

(Ord. No. 96-12, 8-12-1997)

Table of Permitted Uses

EDUCATION-RECREATION-SOCIAL USES	A-1	R-1	R1A	R-2	R3A	R-3	R-4	R-5	MH	PUD	RBO	B2	B3	B4	B5	B6	P	M1	M2
School, Private primary and secondary																	X		
Church/place of worship		SE	SE	SE	SE	SE	SE	SE	SE		X		SE	SE			X		
Recreation facility, outdoor		SE	SE		SE	SE	SE										X		

Zoning Review Criteria for Approval: Section 13.11(3) - Procedure and criteria for amendments to official zoning map

3. The application shall be consistent with the comprehensive plan and the future land use map. In their review, recommendation, and decision on a rezoning application, the planning commission and city council shall consider:

A. Whether it is consistent with all adopted elements of the comprehensive plan.
B. Its impact upon the environment and natural resources.
C. Its impact on the surrounding area with regard to the proposed use(s), intensity, density, scale, mass, bulk, height, lot configurations, architecture, and building orientation of surrounding uses (if applicable) and the intensity, density and scale of surrounding development.
D. Its impact upon the economy of the surrounding area and any other affected area.
E. Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste, or transportation systems, or any other infrastructure.
F. Any changes in circumstances or change in conditions of the surrounding area.
G. Any mistakes in the original zoning classification other than reclassifications due to inadvertent boundary errors, including clerical or scrivener's errors, which may be corrected administratively.
H. Its effect upon the use or value of the affected surrounding area.
I. Its impact upon public health, welfare, or safety.

FINDINGS OF FACT

A. Whether it is consistent with all adopted elements of the comprehensive plan.
Response- Zoning change requested is not inconsistent with any of the current elements of the comprehensive plan.

B. Its impact upon the environment and natural resources.
Response- No significant impact is expected

C. Its impact on the surrounding area with regard to the proposed use(s), intensity, density, scale, mass, bulk, height, lot configurations, architecture, and building orientation of surrounding uses (if applicable) and the intensity, density and scale of surrounding development.
Response- The proposed uses, covered recreational facility and modular buildings, is consistent with other uses on that existing parcel and the surrounding area.

D. Its impact upon the economy of the surrounding area and any other affected area.
Response- No significant impact is expected

E. Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste, or transportation systems, or any other infrastructure.
Response- No significant impact is expected

F. Any changes in circumstances or change in conditions of the surrounding area.
Response- No changes in circumstances or conditions were noted

G. Any mistakes in the original zoning classification other than reclassifications due to inadvertent boundary errors, including clerical or scrivener's errors, which may be corrected administratively.
Response- No mistakes were found

H. Its effect upon the use or value of the affected surrounding area.
Response- No significant change in use or value is expected

I. Its impact upon public health, welfare, or safety.
Response- No significant impact is expected

STAFF EVALUATION AND FINDINGS

Staff recommends that the City Council approve the zoning change request.

Mayor Whitt asked for presentation by applicant. Mr. Allison was present to answer any questions.

Councilman Hancock asked if there were any immediate plans for moving forward after the rezoning.

Mr. Allison replied they will be putting a roof over the basketball court on the parcel which is zoned public.

Wilber Vanwyck, 11555 Orlando Street, commented on the church growing and the extra services. He stated he is only here to ask Council to have both blocks zoned for public use.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and stated, "It is now 7:02 p.m. I close the quasi-judicial hearing, and reopen the quasi-judicial hearing and now reopen the July 11, 2016 City Council meeting."

Mayor Whitt said this request for zoning was brought up in a Planning Commission meeting and a motion was made, but no second.

Attorney Hand recommended reopening the quasi-judicial hearing for purpose of discussion.

Mayor Whitt stated, "It is now 7:03 and the public hearing is reopened for the limited purpose of getting clarification/additional information from the public."

Mr. Vanwyck explained as a member of the Planning Commission, when this item was voted on, he refrained from voting. He said it was brought up at the planning meeting for permitting two portable classrooms. He stated the Planning Commission was informed this was not a site plan, it was a rezoning; that the church already had the public use permit and zoning for the portables and the covering. He said the issue continued to grow about the portables to the point they proposed to remove all the trees along Orlando Street to make more room for portables. He said it escalated at that point and the Planning Commission did not vote against it; they did not vote at all. He said the board was informed by City staff, the Planning Chair and himself that it was not a site plan, just a rezoning. He said that is all the church is asking for. He said the portables have been permitted and are in place. Regretfully, they are more visible now because the Planning Commission did not vote and a permit was issued to put them in a different location.

Mayor Whitt gaveled down and said, "It is now 7:06 p.m. and I again close the quasi-judicial hearing, and discussion among Council will continue."

There was no further discussion.

AGENDA ITEM NO. 11 – FINAL READING ORDINANCE #ORD2016-05, REZONING #REZ2016-01 FIRST BAPTIST CHURCH – 20831 POWELL RD

Councilman Dillon moved Ordinance #ORD2016-05 be read by title only. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL MEDIUM DENSITY (R-3A) TO PUBLIC (P) OF PARCEL 3350-050-000 (LOTS 50, 51, 59, 60) COMPRISING 3.77 ACRES AND PARCEL 3350-081-000 (LOT 1911 AND N 125 FEET OF LOT 81) COMPRISING .79 ACRES LOCATED AT THE NORTHWEST AND SOUTHWEST CORNERS OF THE POWELL ROAD AND CEDAR STREET INTERSECTION; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-05 be approved. Vice-Mayor Green seconded the motion.

Mayor Whitt asked for discussion.

Councilman Dillon apologized to Mr. Allison and Mr. Vanwyck for everything they had to go through. He said it could have been done quicker.

Brenda D'Arville, Chair of the Planning Commission, stated she agreed and was embarrassed. She said Mr. Vanwyck had to recuse himself because of his position and two other members wanted to let Council decide.

Mrs. Bowne suggested further education. She stated if Attorney Hand was involved and legal advice available to the Planning Commission as to what their duty and role was, this situation could have been avoided.

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

AGENDA ITEM NO. 12 – PROCLAMATION #PRO2016-08, 2016 CITY COUNCIL ELECTION

Councilman Dillon moved Proclamation #PRO2016-08 be read into the record. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"PROCLAMATION #PRO2016-08
DUNNELLON CITY COUNCIL ELECTION

WHEREAS, the Mayor of the City Council for the City of Dunnellon proclaims a general election to be held on November 8, 2016 for the election of council members for the following seats:

SEAT NUMBEROCCUPIED BY
1 Nathan Whitt
2 Larry Winkler
5 Richard Hancock

WHEREAS, any individual interested in seeking election to the City Council must do so by obtaining a qualification package, available no later than July 25, 2016. The qualifying period begins at 12:00 noon on August 22, 2016 and ends at 12:00 noon on August 26, 2016. The qualifying documents will be available on the City's website at www.dunnellon.org.

WHEREAS, Petitions, as well as the proper financial disclosure and campaign forms must be submitted to the City Clerk no later than 12:00 noon on August 26th. The cost for qualifying will be $45.00, plus 1.0% of council's annual salary equaling $18.00, for a total of $63.00.

WHEREAS, in the event that the election results in a candidate not receiving the most votes cast, the Mayor of the City Council for the City of Dunnellon proclaims a runoff election to be held on January 17, 2017.

Be it hereby proclaimed that an election will take place on November 8, 2016 and qualifying packages will be available no later than 12:00 noon, July 25, 2016.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Dunnellon to be affixed, this 11th day of July 2016."

Councilman Dillon moved Proclamation #PRO2016-08 be approved. Councilman Winkler seconded the motion.

Mayor Whitt asked for discussion. There was none.

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

AGENDA ITEM NO. 13 – PUBLIC HEARING ORDINANCE #ORD2016-06, CHARTER CHANGES – CITY MANAGER (Advertised on 6/24/2016 on the City's Website and on 6/30/2016 in the Riverland News)

Mayor Whitt stated, "All persons wishing to address the City Council will be asked to limit their comments to 3 minutes and the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at

specific issues rather than personal comments directed toward the Council members or staff in order to foster mutual respect between council members and the public.

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

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

Mayor Whitt gaveled down and said, "It is now 7:16 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-06, Proposed Charter Amendment Adoption, posted on the City's Website on June 10, 2016, public hearing advertised on the City's website on June 24, 2016 and in the Riverland News on June 30, 2016."

Mayor Whitt asked for staff comments.

Attorney Hand stated the ordinance has been amended with the changes Council recommended at the July 6th workshop.

Mrs. Bowne explained the ordinance allows for placing amendment questions on the ballot to amend certain sections of the Charter, allowing the City Council to manage through a department head or designee and eliminating the position of City Manager.

Councilman Hancock stated the question is under the heading, "Elimination of City Manager Position: City Council Management of City Department Heads." He proceeded to read the question as follows: "Shall the Charter of Dunnellon be amended to eliminate the position of City Manager so that the City department heads are managed by the City Council or their designee(s)? For Adoption – (yes) or Against Adoption – (no)."

Mayor Whitt asked for further discussion. There was none.

Mayor Whitt asked for public comment.

Mr. Art Fisher, Dunnellon resident, asked if the vote required a simple-majority or super-majority.

Attorney Hand stated it would be a simple-majority.

Mayor Whitt stated, "It is now 7:20 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-06 and reopen the July 11th council meeting."

AGENDA ITEM NO. 14 – FINAL READING ORDINANCE #ORD2016-06, CHARTER CHANGES – CITY MANAGER

Councilman Dillon moved Ordinance #ORD2016-06 be read by title only. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-06

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON A PROPOSED AMENDMENT TO SECTIONS 18A, 19, 21, 22 AND 25 OF THE CITY CHARTER ELIMINATING THE CITY MANAGER POSITION; PROVIDING FOR CITY COUNCIL MANAGEMENT OF CITY DEPARTMENT HEADS OR MANAGEMENT OF SAME BY CITY COUNCIL'S DESIGNEE(S); PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE."

Councilman Dillon moved Ordinance #ORD2016-06 be approved. Vice-Mayor Green seconded the motion.

Mayor Whitt asked for discussion. There was none.

The vote was taken and all were in favor except for Mayor Whitt. The vote was 4-1 with Mayor Whitt opposing.

AGENDA ITEM NO. 15 – PUBLIC HEARING ORDINANCE #ORD2016-07, PARKING TICKET AMENDMENTS (Advertised on 6/24/2016 on the City's Website and on 6/30/2016 in the Riverland News)

Mayor Whitt stated, "All persons wishing to address the City Council will be asked to limit their comments to 3 minutes and the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the Council members or staff in order to foster mutual respect between council members and the public.

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

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

Mayor Whitt gaveled down and said, "It is now 7:22 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-07, Proposed Parking Ticket Amendments, posted on the City's Website June 10, 2016, Public Hearing advertised on City's website on June 24, 2016 and in the Riverland News on June 30, 2016."

Mayor Whitt called for staff comments.

Mrs. Bowne explained this ordinance changes the payment process for accepting parking tickets and creates an appeal process. She stated all parking and boating tickets will be made payable to the Marion County Clerk of Court.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and said, "It is now 7:25 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-07 and reopen the July 11th council meeting."

AGENDA ITEM NO. 16 – FINAL READING ORDINANCE #ORD2016-07, PARKING TICKET AMENDMENTS

Councilman Dillon moved Ordinance #ORD2016-07 be read by title only. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #2016-07

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING PROCEDURES FOR ISSUANCE OF PARKING TICKETS; ADOPTING REQUIREMENTS FOR CONTENTS OF PARKING TICKETS; ESTABLISHING PROCEDURES TO REFER VIOLATIONS TO THE COUNTY COURT SYSTEM; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-07 be approved. Councilman Winkler seconded the motion.

Mayor Whitt asked for discussion. There was none.

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

AGENDA ITEM NO. 17 – PUBLIC HEARING ORDINANCE #ORD2016-08, BOATING TICKET AMENDMENTS (Advertised on the City's Website on 6/24/2016 and in the Riverland News on 6/30/2016)

Mayor Whitt stated, "All persons wishing to address the City Council will be asked to limit their comments to 3 minutes and the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the Council members or staff in order to foster mutual respect between council members and the public.

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

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

Mayor Whitt gaveled down and said, "It is now 7:26 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-08, Proposed Boating Ticket Amendments, posted on the City's Website June 10, 2016, Public Hearing Advertised on the City's website on June 24, 2016 and in the Riverland News on June 30, 2016."

Mayor Whitt asked for staff comments.

Mrs. Bowne stated in order to have consistency for all tickets, everything applicable in the parking ticket ordinance applies to the boating ticket ordinance.

Councilman Hancock commented on Page 1 of the ordinance referencing *Chapter 66, Section 78-53 – Penalties – Fine schedule for civil municipal code violations*. He asked if the violations should be listed in the ordinance. He also asked Chief McQuaig for clarity on the "$50 per violation."

Chief McQuaig confirmed it is $50 per violation.

Council and staff engaged in brief discussion regarding the list of violations in the City's Code and a scrivener's error on Page 1 of the ordinance: Section 2, Chapter "66" should be Chapter "78."

Staff explained the violations are currently listed in the Code and the amendments will be clear when reviewing in the Code.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and said, "It is now 7:34 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-08 and reopen the July 11th council meeting."

AGENDA ITEM NO. 18 – FINAL READING ORDINANCE #ORD2016-08, BOATING TICKET AMENDMENTS

Councilman Dillon moved Ordinance #ORD2016-08 be read by title only. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

"ORDINANCE #ORD2016-08

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, UPDATING PROCEDURES FOR ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING; ADOPTING REQUIREMENTS FOR CONTENTS OF MUNICIPAL CODE VIOLATION TICKETS FOR VIOLATIONS OF THIS CHAPTER; ESTABLISHING PROCEDURES TO REFER VIOLATIONS TO THE COUNTY COURT SYSTEM; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-08 be approved with the minor change. Vice-Mayor Green seconded the motion.

Mayor Whitt asked for discussion. There was none.

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

AGENDA ITEM NO. 19 - CERTIFY THE CITY OF DUNNELLON'S TAXABLE VALUE FOR 2016

Councilman Hancock moved the 2016 *Certification of Taxable Value* be approved with the proposed millage rate of 8.50. I further move the public hearing date for the tentative budget and millage rate approval be set for September 12th, 2016 and the final public hearing on September 26th, 2016. Vice-Mayor Green seconded the motion.

Mayor Whitt asked for discussion.

Councilman Dillon said he has concerns with raising the millage rate to 8.5, and he feels there are other ways to reduce the budget deficit without raising the millage rate.

Council and staff engaged in discussion regarding the millage rate and whether to set it at 7.50 or 8.50.

Council agreed to set the millage rate at 7.50.

Councilman Winkler moved to set the proposed millage rate at 7.50. Councilman Dillon seconded the motion.

Mrs. Bowne reminded Council there is a motion on the floor for the 8.50 millage rate. Councilman Hancock stated he would withdraw his motion.

Vice-Mayor Green asked Mrs. Smith how comfortable she is with the City being able to provide the same services at the 7.50 millage rate.

After lengthy discussion, it was Council consensus to set the proposed millage rate at 7.50.

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

AGENDA ITEM NO. 20 – COUNCILMAN DILLON

Budget Suggestions: This was addressed in Agenda Item No. 19.

Proposal to reclassify $6,000 budgeted for installation of charging stations in Parks/Rec to City Beach Seawall Project in Parks/Rec.:

Councilman Dillon described the dangerous situation entering the water at the City Beach and said there is no way to enter the water without going down a four foot embankment. He suggested reallocating the $6,000 that was budgeted for charging stations to the City Beach Seawall project. He stated the importance of obtaining a survey to establish the "mean high-water mark." He said the cost for the survey would be approximately $1,400.

Vice-Mayor Green moved to reclassify the budgeted amount for charging stations to the City Beach Seawall Project. Councilman Winkler seconded the motion. The vote was taken. The vote was 4-1, with Councilman Hancock opposing.

Councilman Dillon further stated that he is proposing to pay the architect's fees for the design of the seawall.

Council and staff engaged in brief discussion regarding the correct procedure to follow if Councilman Dillon is paying for the survey.

Mayor Whitt asked Attorney Hand how he would recommend proceeding.

Attorney Hand stated Councilman Dillon can choose to donate the money to the City and the City makes the final decision. Or, have the Council approve, with Councilman Dillon abstaining.

Councilman Dillon stated he would feel more comfortable donating the funds to the City and having staff solicit quotes.

AGENDA ITEM NO. 21 – COUNCIL LIAISON REPORTS AND COMMENTS

Mrs. Smith asked for direction on whether Council wants to reduce the capitalization threshold to $1,000.

Councilman Hancock suggested creating a list of possible changes Council may want to implement.

Councilman Hancock discussed the importance of the residents using their voice and bringing their concerns to Council. He also reported on the TPO meeting last week and stated Paul Marraffino was unanimously selected to be the Citizens Advisory Council Appointee. Lastly, Councilman Hancock stated, "The first forty-five minutes of this meeting is what the United States of America is all about, and I appreciate us as a community."

Councilman Dillon stated Joan Duggins could not attend tonight's meeting and he read her comments congratulating Regas Woods, Chief McQuaig and Sargent Shane Yox.

Councilman Winkler stated he agreed with Louise Kenny's comments regarding her assessment of Florida Cable.

Mathew Baillargeon provided an update regarding Dunnellon's Little League teams advancing to State. Mr. Baillargeon also addressed the DBA/Visitors Center request to set up a "visitor's tent" in the Blue Run parking lot for the purpose of greeting visitors and sharing community information.

Council and staff engaged in brief discussion regarding the times. Council agreed to permit the DBA to set up a "visitor's tent" in the parking lot, temporarily through the end of the year.

Vice-Mayor Green moved to approve the DBA setting up a "visitor's tent" temporarily through the end of the year. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 22– CITY MANAGER'S REPORT

Mrs. Bowne provided the following report:

Interim City Manager Report 07/11/2016

Finance:

- **A monitoring visit (Audit) by DEO is scheduled for our CDBG Hotel Grant on July 19th at 10:00 a.m.**
- **I have asked Jan to publish a budget schedule including the dates council needs to meet as soon as possible.**

Community Development:

- **As of 7/11 Diane McKenzie of DEP advises ball field lease agreement application is being reviewed by her supervisor and legal counsel. Agreement will be sent for Council approval as soon as DEP approves.**
- **Community Development working with Engineer (Troy Burrell) to bring in a new grocer. They are still negotiating with the land owner and working through parking requirements and standards set by the grocer.**
- **CRA Amendment will be scheduled for public hearing and consideration by City Council in August.**
- **Lonnie will be out on an extended FMLA leave around the end July for several weeks assisting his mother through some very serious surgery and working remotely as much as possible during that time.**

Fire:

- **Reception/celebration for Troy will be held at 2:00p.m. on Wed 7/13 at City Hall, please stop by and show your support.**

Police:

- **Chief McQuaig will be organizing a BBQ lunch for the Public Services Department on Friday, which is being funded by a Councilman. This is most appreciated by staff and management. Thank you.**

Public Services

- **The DBA/Visitors Center would like to request permission to set-up our 10'x10' tent at the Blue Run Park (Tubers Exit). The purpose is to greet visitors and share community information including our Pass Port to Discover Dunnellon visitor cards. These cards offer incentives and discounts to our local businesses in the town. Image provided of where they would like placement.**

- **FDOT request for City of Dunnellon to take on maintenance responsibility for the rectangular rapid flashing beacon to be installed on US 41 approximately 80 feet north of the public boat ramp driveway (in front of the Dunnellon City Hall). Must be formalized ASAP in order to be able to continue with the design of the crosswalk.**
- **Per Masood Mirza, County Traffic Engineer, at our request Marion County is working on a signal maintenance agreement to include the City of Dunnellon versus us contracting it out with an out of area contractor.**

- **City Beach Retaining Wall – meeting today with Anthony and SWFWMD to assess the location of the proposed seawall and determining permitting requirements, etc.**
- **Blue Run overflow parking project completed. Thank you Anthony.**
- **Anthony met with Alan Garri of Kimley Horn to get the cemetery road paving project off the ground. We should be receiving an IPO with an estimate for Kimley Horn to manage the project.**
- **Anthony is in contact with Anjelica Keating and Darren Davis from Duke Energy about the light for City Hall parking lot. There is some confusion within Duke Energy whether an additional agreement is needed. We are asking that they please clear up the confusion and complete our request for service.**

Utilities:

- **Kimley Horn reports that the new waterline should be approved and turned over to the City around August 10th. Depending on how long the line has been sitting stagnant, our utilities department may need another week before the line goes live. They have some responsibilities in preparing the line for connection.**
- **Meeting scheduled Thursday, July 14th with Councilman Hancock, Hugh Lochrane, staff to educate ourselves on the topic of the SWFWMD Grant and the County's proposal to assess Dunnellon utility system.**
- **Lift Station #11 (Rainbow Springs Master Lift Station) experienced some malfunctions over the weekend in which staff worked through a temporary fix. Richard is working to obtain prices to make the necessary/required replacements. It is a Duplex pump control panel. Richard bypassed the main breaker and used emergency circuit/no generator use right now. $13,000 is the approximate cost for the new panel and is budgeted. Richard can no longer do it in house. It will take 10 weeks for delivery.**

Mrs. Bowne discussed the FDOT request for the City of Dunnellon to assume the maintenance responsibility for the rectangular rapid flashing beacon and crosswalk to be installed on US 41. She explained at the City's request, Marion County is currently working on a signal maintenance agreement to include the City of Dunnellon. The agreement would allow the County to provide the maintenance on the traffic signals and possibly the crosswalk as part of the agreement. She stated the County will amend the current agreement to include this signal.

Vice-Mayor Green moved to assume maintenance for the crosswalk on US 41. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Council and staff engaged in discussion regarding the roads in the cemetery and whether to have Kimley-Horn engineer the project. To help save on costs, Councilman Dillon offered to step in and help in this matter.

AGENDA ITEM NO. 23 – CITY ATTORNEY'S REPORT

Attorney Hand stated he would be willing to provide a comprehensive presentation to City board members to provide them with a better understanding of their functions and responsibilities.

AGENDA ITEM NO. 24 – ADJOURNMENT

At approximately 8:45 p.m. Councilman Dillon moved the July 11, 2016 City Council meeting be adjourned. Vice-Mayor Green seconded. All members voted in favor. The motion passed 5-0.

Attest:

_____	_____
Dawn Bowne, MMC	Nathan Whitt, Mayor
City Clerk/Interim City Manager	

P:\minutes special council meeting\20160711doc

CITY OF DUNNELLON
CITY COUNCILWORKSHOP

DATE: July 06, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:30 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. Mayor Whitt asked for a moment of silence.

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
Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Dawn Bowne, City Clerk
Chief Mike McQuaig, Police Dept.
Chief Troy Slattery, Fire Dept.
Jan Smith, Finance Dept.
Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Virginia Cassady
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 Thursday, June 30, 2016. She stated the Agenda was modified to add backup to Item # 10.

AGENDA ITEM NO. 1 – BOARD REPORTS

Hugh Lochrane, Chair of the UAB, provided his report on the following:

- Agenda Item #9 - #AGR2016-22, IPO#53
- Florida Rural Water Association
- Next UAB meeting - July 18, 2016
- Water/Sewer budget
- Vacant seat on the UAB board
- BB&T bond payment

Brenda D'Arville, Chair of the Planning Commission, provided her report on the following:

- June 21st Meeting – CRA plan amendment regarding parks
- Researching LDR's of other municipalities the size of Dunnellon

AGENDA ITEM NO. 2 – DUNNELLON BUSINESS ASSOCIATION REPORT

Danielle Stevens, Assistant Director, provided her report on the following:

- Fundraiser - Tee shirts
- First Saturday Markets
- Passport to Discover Dunnellon program
- DBA Mixer
- Website – updated
- Kiosk update
- Crystal River Aquarium

AGENDA ITEM NO. 3 – DUNNELLON CHAMBER OF COMMERCE REPORT

Penny Lofton, Executive Director, provided her report on the following:

- Boomtown Blast held on July 4, 2016 - Regas Woods honored during event
- Vietnam Traveling Memorial Wall – September 29th to October 2nd
- Jazz-Up Dunnellon – October 22, 2016, 4:00 p.m. to 10:00 p.m.
- Trail of Treaters – October 29, 2016

AGENDA ITEM NO. 4 –FLORIDA FIBER NETWORKS RECONCILIATION – VIRGINIA CASSADY

Attorney Cassady explained David Orshan of Florida Fiber Networks (FFN) attended the council workshop on June 8th and expressed FFN's desire to reconcile it's relationship with the City regarding the old library building. She advised Mr. Orshan met with Mrs. Smith and presented her with a proposal that charged the City for all utility services used by the City indicating he purchased the receivables. However, he claims he did not buy the liabilities from Florida Cable, therefore he is not proposing to pay any rent prior to September 2015.

Council and staff engaged in lengthy discussion and agreed to a counter proposal that would release each other from owing any payables.

Councilman Hancock recommended staff prepared a letter stating the City's reconciliation as opposed to FFN's. He also discussed the importance of knowing how the City wants to use the building.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 5 – BILLING RIO VISTA UTILITY CUSTOMERS FOR THEIR PORTION OF THE RIO VISTA WASTEWATER TREATMENT FACILITY DECOMISSIONING PROJECT

Mrs. Smith explained the City has incurred approximately $379,965.72 in costs to connect Rio Vista to the City's sewer system. She stated according to the *Utility Purchase Agreement*, AGR2011-110, Paragraph 10, owners of properties currently connected to the sewer facility or connected in the future will be billed a capital charge. Mrs. Smith stated there are approximately forty-three (43) Rio Vista customers and the monthly charge would be approximately $36 for a period of twenty (20) years. She said there is at least one Rio Vista customer who is a tenant and she is concerned that the City will have no recourse if this tenant or future tenants fail or refuse to pay the $36 monthly capital charge.

Attorney Cassady explained a solution to ensure the City recoups this capital charge from tenants and property owners would be: Prior billing the property owners, the City Council adopt an ordinance to place a capital charge on the occupant's utility bills, and adopt a resolution imposing the amount. She explained once the capital charge is imposed by ordinance, the charge would be subject to all the terms and conditions of accounting procedures.

Attorney Cassady said another solution, in the future, would be setting up a special assessment to impose the fee. She explained the amount would be collected by the tax collector and would appear on the tax bill.

Mrs. Smith asked if the water/sewer deposit could be increased in the Rio Vista area only.

Attorney Cassady stated yes.

It was Council's consensus to move forward and adopt an ordinance to allow adding the charge to the Rio Vista customer utility bills.

AGENDA ITEM NO. 6 – BB&T PROPOSAL – COUNCILMAN HANCOCK

Councilman Hancock explained the City received a response from the bank accepting the City's offer. He said there will be a $20,000 bond counsel fee, and the bank's legal review fee, to be factored into the life of the loan.

Mrs. Smith stated she will ask the bond counselor if the City Attorney will be required to review the bond issue.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 7 – CDBG AGREEMENT #AGR2014-36 CHOICE HOTEL WATER MAIN PROJECT, LINE ITEM BUDGET MODIFICATION (DEO AGREEMENT #15DB-OJ-52-02-E02) – AMENDMENT #1

Mrs. Smith explained Council previously approved two (2) change orders for the contract with Kimley-Horn and Associates for this project. She said as a result of those change orders, the City's grant agreement with DEO requires a budget modification. Mrs. Smith said the modifications are a reduction in the budget for water lines of $11,500 and an

increase in engineering of $11,500. Mrs. Smith said this will amend the grant to reflect the actual budget for this project.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 8 – CHOICE HOTEL WATERMAIN EXTENSION, AGREEMENT #AGR2016-12 GWP, CHANGE ORDER #4 IN THE AMOUNT OF $933.70

Mrs. Bowne explained the change order is required due to a change in the size of a converter box and the $933 is covered by the grant.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 9 – AGREEMENT #AGR2016-22 WITH KIMLEY HORN FOR IPO#53 JULIETTE FALLS WASTEWATER TREATMENT FACILITY OPERATION PERMIT RENEWAL

Mrs. Bowne explained the UAB committee reviewed this renewal and requested Kimley-Horn provide a more detailed breakdown of the costs, which they did. She said they also provided some clarification regarding "scope language" that was missing from the original proposal. Mrs. Bowne stated the UAB reviewed the agreement and recommended it be approved.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 10 –CERTIFICATION OF TAXABLE VALUE 2016

Mrs. Smith stated this is the first step in the formal budget process; to decide on a millage rate to use in preparing the budgets. She said the first public hearing is scheduled for Monday, July 11, 2016. She reminded Council once the millage rate is set, it can be lowered, but cannot increase.

Councilman Hancock asked Mrs. Smith the purpose of the "roll-back rate."

Mrs. Smith explained by law, if a local government adopts the roll-back rate, they are not increasing taxes, even if the rate itself increases. She said the roll-back rate calculates taxable property values in relation to the total revenue they generate. Mrs. Smith stated the tax rate generates the same total revenue in the new year as it did in the previous year.

Mrs. Smith said the City's advertisement at the current millage rate of 7.5 would advertise a tax increase of 1.94%. She stated it would increase general fund revenue, including CRA approximately $19,609.

After further discussion and consideration, Council agreed to set the millage rate at 8.5.

Mrs. Smith stated she would prepare a revised Certificate of Taxable Value at the 8.5% millage for the council meeting.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 11 – SPECIAL POLICE DETAIL ADMINISTRATIVE POLICY

Mrs. Bowne explained the officers were being paid directly by Marion County for special detail at Blue Run Park. She said Chief McQuaig had concerns because the City is not recovering administrative costs, and has no control over the detail. Mrs. Bowne said this policy establishes guidelines and provides consistency for the officers.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 12 – REVIEW PROCLAMATION #PRO2016-08, DUNNELLON CITY COUNCIL ELECTION

Mrs. Bowne explained this proclamation is required each election year. She said since the last election, Council passed a resolution requiring candidates to file their financial reports on-line. She said the qualification packets will be available on the website .

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 13 – FLORIDA COMMISSION ON ETHICS – COUNCILMAN WINKLER

Councilman Winkler provided three accounts of how previous councils handled incidents, and found solutions without arguing or name calling.

Councilman Winkler read the following into the record:

Since I am a new member of the City Council, I find myself behind on many issues. I have spent many hours on the city web site listening to audio tapes of pervious council meetings and council workshops, trying to catch up. While listening to each of the tapes, I found myself drawn away from the important subject items, because of the nonexistence of civility and decorum.

The June 13th city council meeting was over shadowed by the removal of the City Manager, Eddie Esch. The dissatisfaction of the majority vote to remove Esch spilled over to the citizens attending the meeting. After the meeting a 75 year old

Dunnellon Citizen was confronted by a council member in the presence of his wife and other bystanders. The councilman blamed the private citizen of being partly responsible for the removal of Mr. Esch. The man's wife was very shaken and upset about the incident and vowed not to come to another council meeting. After this incident, listening to the replay of tapes and reading articles in the newspapers, I came to the conclusion our city council needed a wakeup call.

On June 15th, I called the Florida Commission on Ethics in Tallahassee for guidance. I spoke to a young man who was very helpful and knowledgeable on Government Code of Ethics. I gave him a brief summary for the reason I was calling. I read newspapers articles to him. I had also written down conversations from the city audio tapes and read them to him. After processing all the information, he agreed we have a problem. He stepped me through the process for filing a complaint. Tonight, I am taking my first step of the process by reading a letter I have written to the city council.

Councilman Winkler read the following letter:

Dunnellon City Council

The citizens of Dunnellon are entitled to responsible, transparent, fair, and honest City Government that operates in an atmosphere of respect and civility.

Members of the Dunnellon City Council compose of individuals, with a wide variety of backgrounds, personalities, values, opinions and goals. Despite the diversity, all have chosen to serve on the City Council in order to preserve and to protect the present and future of Dunnellon.

Pursuant to the Dunnellon City Council Code of Conduct, Council Members are not allowed to make belligerent, personal, impertinent, slanderous, threating, abusive or disparaging remarks to the public or other council members.

With this letter, I hope that all council members start abiding by the rules of the Dunnellon City Council Code of Conduct.

Larry Winkler
City Council Seat #2

AGENDA ITEM NO. 14 – COUNCIL COMMENTS

Councilman Dillon commented on the 125th Anniversary Park and asked when the next CRA Advisory Board meeting will be held. Mrs. Bowne stated Monday, July 11, 2016 at 5:00 p.m.

Council and staff engaged in lengthy discussion regarding the proposed CRA Amendment.

Vice-Mayor Green stated he would like to extend a special invitation to Regas Woods to attend the council meeting on Monday, July 11th, to speak to the citizens regarding his recent accomplishment, becoming a "2016 U.S. Paralympic Track Team Member."

Mayor Whitt reported on a meeting he and Mrs. Bowne attended with SWFWMD and Marion County Utility representatives regarding the force-main water/sewer project on SW 180th Avenue Road.

Mayor Whitt also discussed the interest of Marion County Utility in acquiring the City's utility system. He said they would assume the debt and may potentially reduce rates.

Mrs. Bowne stated Marion County Utility would like to be invited by the Council to examine the system and determine if it would be feasible. She said the firms Burton and Associates and Kimley-Horn and Associates are both contracted by Marion County Utility. She said Lewis Bryant, of Kimley-Horn, wanted to disclose this fact to Council in case they felt it was a conflict since he is also contracted with Dunnellon.

Council and staff engaged in brief discussion regarding this issue.

Councilman Hancock said as the liaison for the water/sewer utility, he would like to meet with the Interim City Manager and the UAB Chair to discuss and review all information brought forward and present the findings to Council.

Mrs. Bowne explained she was advised by SWFWMD as part of the grant, any of the expenses must be well documented. She said Kimley-Horn, has provided a separate IPO specifically for this project in order for the City to be reimbursed for expenses.

Mayor Whitt requested a motion on the council meeting agenda allowing the County to pursue the possibility of taking over the City's system. He said there would be no commitment.

Councilman Hancock stated if a motion is placed on the agenda, it should not be on the consent agenda. He reiterated, as liaison to the utility board, he would like the opportunity to be educated on this matter by working with Mr. Lochrane and Mrs. Bowne.

Mrs. Bowne asked Council for direction on this subject in preparing the agenda for the next council meeting.

Councilman Hancock asked Council that he be allowed as liaison to research and review this subject with the UAB Chair and the Interim City Manager. Otherwise, he didn't think anything was needed on the agenda.

Mayor Whitt stated the County asked for a letter expressing Council's interest in at least pursuing the opportunity.

Councilman Dillon suggested writing a letter to the County outlining exactly what Councilman Hancock has stated, and once Council understands what is being asked of them, we will get back to them.

AGENDA ITEM NO. 15 – CITY MANAGER COMMENTS

- Reviewed communication process with Council and asked for feed-back.
- Reviewed agenda items for Monday's council meeting.

AGENDA ITEM NO. 16 – PUBLIC COMMENTS

Public comments were received by the following:

- Joan Duggins, 19687 SW 88th Loop, Rainbow Springs
- Louise Kenny, 19970 Ibis Court, Blue Cove
- Linda Fernandez, Chair of the Historic Preservation Board.

The meeting was adjourned at approximately 8:24 p.m.

Attest:

_____	_____
Dawn Bowne, MMC	Nathan Whitt, Mayor
City Clerk/Interim City Manager	

Meeting Date: Aug 8, 2016	***Official Use Only***
From (Dept.): Community Development	Reviewed by City Attorney:
Signature: TAMalmberg for LSmith Department Director	Council Action:
Approved for Agenda: City Manager	Date:

Subject: Appoint Sally Chesterfield from 1st Alternate to full member position on Tree Board

Request for Approval:

Summary Explanation and Background:

Member, Jack Baird, resigned on July 27, 2016, leaving a full member position vacant. Sally Chesterfield, as 1st Alternate is eligible for appointment to full member to fill the unexpired term. The term will expire January 10, 2017. The term of this position will be August 8, 2016 to January 10, 2017.

Fiscal Information:

_____ - _____ _____ _____ - _____ _____ - _____

Project No.
(If applicable)

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Staff recommends Council appoint Sally Chesterfield to full member on the Tree Bd.

Initiated by: TAM / _____

TREE BOARD
APPOINTMENT WORKSHEET

Council Workshop Date: 08/03/2016 **Regular Meeting Date:** 08/08/2016

App	Name	Address	Current/Recent Board Member	Current Position	Resident	New Position	Recommended Action
1	Sally Chesterfield	11937 Hale St., Dunnellon	Current/Yes	1st Alt	Yes	Full Member	Appoint to full member for the unexpired term August 8, 2016 – January 10, 2017
2							
3							

*Members of this board are **not** required to file a FORM I, Statement of Financial Interest. This board consists of three (3) members, (2) alternate members serving a three (3) year term. Appointment of tree board members shall be made on the basis of experience or interest in the fields of forestry, landscape architecture, nurseryman, master gardening, certified arborists, licensed landscape contracting.*

Virginia Cassady

From: Mary A. Robison <mar@fishertousey.com>
Sent: Monday, March 07, 2016 1:01 PM
To: Virginia Cassady
Subject: RE: Quit claim deed

Again, thank you. I will do that.

Mary A. Robison
Florida Bar Board Certified Real Estate Attorney
Fisher, Tousey, Leas & Ball, P.A.
501 Riverside Avenue, Suite 600
Jacksonville, Florida 32202
T: (904) 356-2600
F: (904) 355-0233
E: mrobison@fishertousey.com
W: www.fishertousey.com

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From: Virginia Cassady [mailto:vcassady@shepardfirm.com]
Sent: Monday, March 07, 2016 1:01 PM
To: Mary A. Robison
Subject: Quit claim deed

Mary, here is the Dunnellon Business Center Quit Claim Deed. When Mr. Moxon executes it, please send it back to me and I will take it from there. Once it is approved by Council and recorded, I will make sure you get a copy.

SSC
SHEPARD, SMITH & CASSADY, P.A.
ATTORNEYS & COUNSELORS AT LAW
VIRGINIA CASSADY
ATTORNEY AT LAW
BOARD CERTIFIED CITY, COUNTY & LOCAL GOVERNMENT LAW
VCassady@ShepardFirm.com
toll free 866.247.3008
office 407.622.1772
cell 321.228.8295
fax 407.622.1884
2300 MAITLAND CENTER PKWY. STE 100
MAITLAND, FL 32751
SHEPARDFIRM.COM

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Ocala Lumber Sales Company

377 N.W. 14th Street
P.O. Box 1389
Ocala, Florida 34478
Phone: 352/732-0167
Fax: 352/732-6727

Retail Division
dba Ocala Lumber Company
1317 North Magnolia Ave.
P.O. Box 1389
Ocala, Florida 34478
Phone: 352/732-0167
Fax: 352/732-3866

Truss Division
dba Florida Roof Truss Company
1700 N.W. 8th Ave.
P.O. Box 730
Ocala, Florida 34478
Phone: 352/732-4245
Fax: 352/368-2870

G & M Cattle Company
377 N.W. 14th Street
P.O. Box 1389
Ocala, Florida 34478
Phone: 352/732-0167
Fax: 352/732-6727

November 10, 2015

City of Dunnellon
ATTN: Mr. Eddie Esch, City Manager
20750 River Drive
Dunnellon, FL 34431

Dear Mr. Esch:

In 1992 our company developed the Dunnellon Business Center where the Walgreens drug store is located. As part of our development we installed water and sewer lines to connect to the City's utility systems.

We have recently discovered that in selling lots and completing the development we failed to turn over the sanitary sewer pumping station property to the City. Due to the small size and lack of value, we never received a tax bill to alert us to this situation.

I have enclose a drawing indicating the location of this small property.

My question is what do I need to do to transfer title to the City of Dunnellon? If you can put me in touch with the proper person, then we will try to get this accomplished as soon as possible. I can be reached at P. O. Box 730; Ocala, FL 34478 or by phone at (office) 352/732-2324 or (cell) 352/266-5842.

Thank you for your assistance in this matter.

Respectfully,

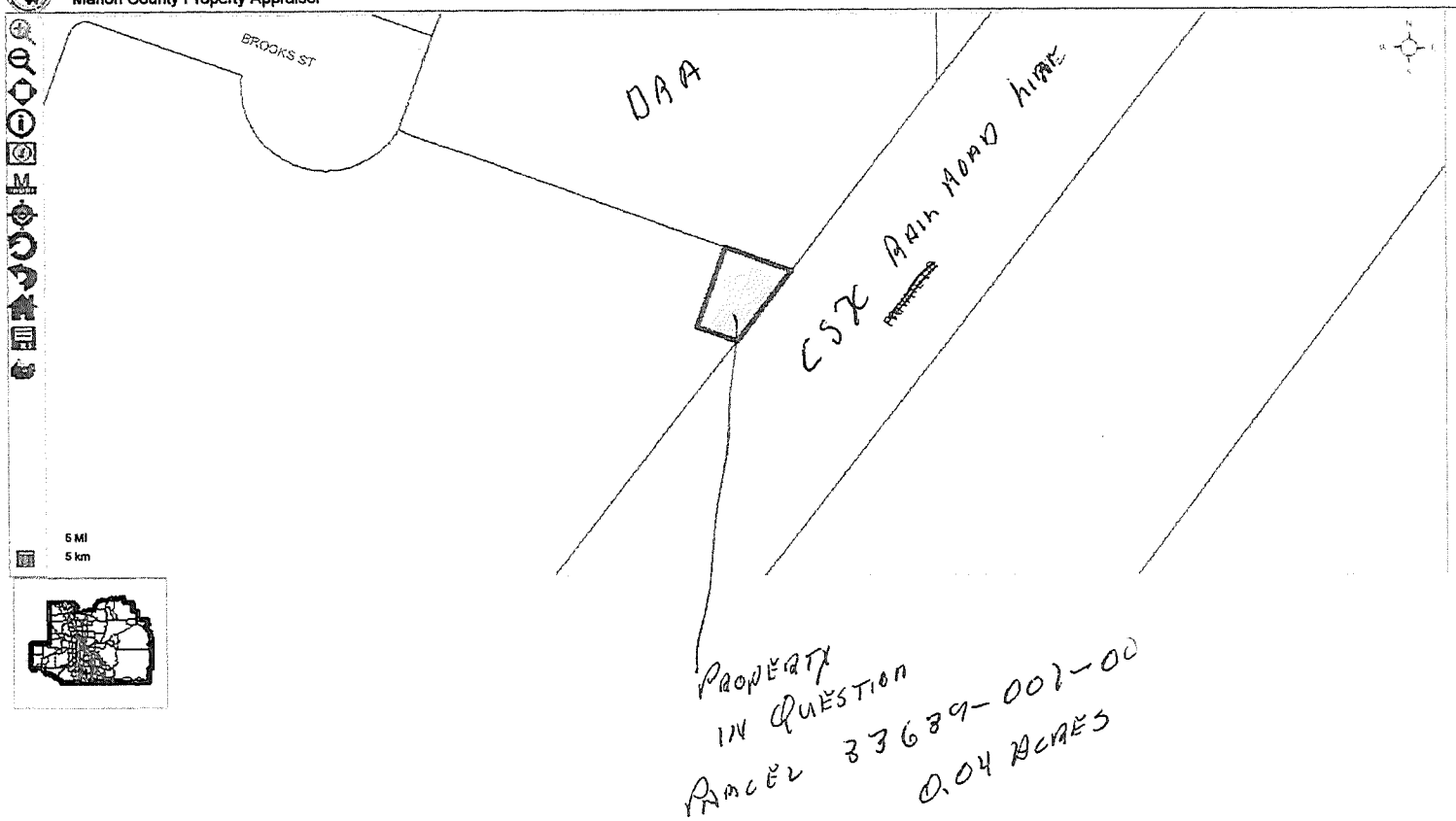
FLORIDA ROOF TRUSS COMPANY

Henry J. G. Moxon
President

City of Dunnellon
NOV 16 2015
RECEIVED

Willie M. Smith, CFA, ASA
Marion County Property Appraiser

GIS Web Mapping Application
Last Updated: 11/06/2015



Mapping | Search

Selection Options Clear

Zoom to selected map feature

Selected Parcel Feature

PARCEL	33639-001-00
ALT_KEY	PRC=795674
PC	91
HX	
AG	
NAME	FLORIDA ROOF TRUSS CORP
ADD_1	SANITARY SEWER PUMPING STATION
ADD_2	PO BOX 1389
ADD_3	OCALA FL 34478-1389
ADD_4	
ZIP	344781389
SITUS_1	
MILL_GRP	3002
NABRHD	8100
MO1	11
YR1	2000
PR_1	100
MAP_NBR	20
TWP	16
RGE	18
SEC	26
BLDS	
USE_SF	
YRBLT1	
QUAL1	
TYPE1	

Map Tool Options **Active Tool: *Zoom In***

The current cursor mode is set to 'Zoom In'. Clicking on the map directly will zoom in on the map centered at the point clicked. Dragging on the map will create a 'Zoom Window' which will be used to approximate the new extent of the map.

Site Information

Marion County Property Appraiser

Villie M. Smith, CFA, ASA

Select Language Powered by Google Translate

HOMESearchPrevious ParcelNext ParcelTRIM NoticeTRIM SupplementAddress Change FormSales Verification Form

GO TO Current 2015 2014 2013 PRC

2015 Property Record Card

33639-001-00

Prime Key: 795674 MAP IT

Property Information

FLORIDA ROOF TRUSS CORP
SANITARY SEWER PUMPING STATION
PO BOX 1389
OCALA FL 34478-1389

Taxes / Assessments:
Map ID: 20
Millage: 3002

M.S.T.U.
PC: 91
Acres: 0.04

Current Values

Land Just Value	$60
Buildings	$0
Miscellaneous	$0
Total Just Value	$60
Total Assessed Value	$60
Exemptions	-$60
Total Taxable	$0

Ex Codes: 21

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2015	$60	$0	$0	$60	$60	$60	$0
2014	$420	$0	$0	$420	$420	$420	$0
2013	$490	$0	$0	$490	$490	$490	$0

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
2866/1074	11/00	02 DEED NC	0	U	V	$100

Property Description

SEC 26 TWP 16 RGE 18
PLAT BOOK 005 PAGE 170
DUNNELLON BUSINESS CENTER
TR B (SANITARY SEWER PUMPING STATION)

Land Data - Warning: Verify Zoning

Use	Front	Depth	Zoning	C	Notes	Units	Type	Rate	Loc	Shp	Phy	Class Value	Just Value
9155			B3		UTILITY M1/B2	0.04	AC	3,000.00	1.00	1.00	0.50	$60	$60
0493			B3			1.00	UT	0.00	1.00	1.00	1.00	$0	$0

Neighborhood 8100 - 16/18-16/21 17/18-17/21

Mkt: 1 70

Total Land - Class $60

Total Land - Just $60

Appraiser Notes

Planning and Building, County Permit Search

** Permit Search **

Permit Number	Amount	Issued Date	Complete Date	Description

MC01637	$45,000	1/1/1984	12/1/1984	ADD OFFICE BUILDING

☐
☐
☐
☐
☐

Cost/Market Summary

Buildings R.C.N.	$0	10/15/1992
Total Depreciation	-$0	
Bldg - Just Value	$0	
Misc - Just Value	$0	10/15/1992
Land - Just Value	$60	6/15/2015
Total Just Value	$60	

Prepared by:

VIRGINIA CASSADY, ESQUIRE
2300 Maitland Center Parkway, Ste. 100
Maitland, Florida 32751
407-622-1772

RETURN TO:

Dawn Bowne, City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made the 2ND day of June, 2016, by **HENRY J. G. MOXON and MARJORIE LONG MOXON, husband and wife, Individually, and as Trustees of The Henry J. G. Moxon Living Trust**, whose address is 377 N.W. 14th Street, Ocala, Florida 34475, hereinafter together called the First Party, to **City of Dunnellon, Florida,** a municipal corporation, whose address is 20750 River Drive, Dunnellon, Florida 34431, hereinafter called the Second Party.

W I T N E S S E T H:

THAT THE FIRST PARTY, for and in consideration of the sum of One Dollar in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the property described in Exhibit "A" attached hereto and made a part hereof, such property being situated, lying, and being in the County of Marion, State of Florida.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of the said Second Party forever.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents the day and year first above written.

[SIGNATURES TO FOLLOW]

Party of the First Part:

Signed, sealed and delivered
in the presence of:

Signature

Michelle Moxon
Printed Name

Signature

Marjorie A.M. Swearingen
Printed Name

HENRY J. G. MOXON, Individually, and as Trustee of The Henry J. G. Moxon Living Trust

Signed, sealed and delivered
in the presence of:

Signature

Michelle Moxon
Printed Name

Signature

Marjorie A.M. Swearingen
Printed Name

MARJORIE LONG MOXON, Individually, and as Trustee of The Henry J. G. Moxon Living Trust

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 2 day of July, 2016, by HENRY J. G. MOXON, Individually, and as Trustee of The Henry J. G. Moxon Living Trust, who is personally known to me or has produced Personal Knowledge (type of identification) as identification and did not take an oath.

Witness my hand and official seal this 2 day of June, 2016.

(Notarial Seal)

Notary Signature

Paul E. Wilson, Jr.
Printed Notary Name
My Commission Expires:

PAUL E. WILSON, JR.
21 S.E. WENONA AVE.
OCALA, FL 34471

PAUL E. WILSON, JR.
Commission # FF 024659
Expires October 6, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 2 day of July, 2016, by MARJORIE LONG MOXON, Individually, and as Trustee of The Henry J. G. Moxon Living Trust, who is personally known to me or has produced _____ (type of identification) as identification and did not take an oath.

Witness my hand and official seal this 2 day of July, 2016.

(Notarial Seal)

Notary Signature

Printed Notary Name
My Commission Expires:

PAUL E. WILSON, JR.
Commission # FF 024659
Expires October 6, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT "A"

Tract B, Dunnellon Business Center, according to the map or plat thereof as recorded in Plat Book 5, Pages 170 and 171, Public Records of Marion County, Florida.

Tax Parcel Identification #33639-001-00

This Sublease was prepared by:
Diane L. McKenzie
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID: 29356

OAS2
[19.28 +/- acres]

SUBLEASE AGREEMENT
MARJORIE HARRIS CARR CROSS FLORIDA GREENWAY

CITY OF DUNNELLON

Sublease Number 4013-125

THIS SUBLEASE AGREEMENT, is made and entered into this ____ day of _____ 2016, between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS,** hereinafter referred to as "SUBLESSOR", and the **CITY OF DUNNELLON, FLORIDA,** a Florida municipal corporation, hereinafter referred to "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS**: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Marjorie Harris Carr Cross Florida Greenway under TRUSTEES' Lease Number 4013.

2. **DESCRIPTION OF PREMISES**: The property subject to this sublease contains 19.28 acres, is situated in the County of Marion, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".

3. **SUBLEASE TERM**: The term of this sublease shall be for a period of five years (5) years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this sublease. This sublease is subject to cancellation upon sixty (60) days written notice from SUBLESSOR that the subleased premises is needed for surplus disposition or other management purposes pursuant to Sections 253.781-253.784, Florida Statutes, or any successor statutory provisions.

4. **PURPOSE**: SUBLESSEE shall manage the subleased premises only for the purpose of providing recreational facilities, namely baseball fields, to serve the public of Marion County, Florida, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan submitted by SUBLESSOR to the Division of State

Lands, State of Florida Department of Environmental Protection, incorporated herein by reference (the "Management Plant").

5. **CONFORMITY**: This sublease shall conform to all terms and conditions of TRUSTEES' Lease No. 4013 dated October 27, 1993, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the property or any use thereof not in conformance with this sublease.

6. **QUIET ENJOYMENT AND RIGHT OF USE**: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary for the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of TRUSTEES and SUBLESSOR shall be void and without legal effect.

8. **RIGHT OF INSPECTION**: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.

9. **PLACEMENT AND REMOVAL OF IMPROVEMENTS**: All buildings, structures, and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location, and design. Further, no trees other than non-native species shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

10. **INSURANCE REQUIREMENTS**: During the term of this lease, SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than $200,000 per person and $300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of

Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

11. **LIABILITY**: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to the extent permitted by law, indemnify, protect, defend, save, and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida from any and all claims, actions, lawsuits, costs, expense, including attorney's fees, damages, demands, or liability of any kind or nature whatsoever arising out of the negligent acts or omissions of SUBLESSEE, it's agents, officers, or employees, related to this sublease. SUBLESSEE's liability to SUBLESSOR, TRUSTEES, and the State of Florida under the preceding sentence shall not include punitive damages or interest for the period before judgment. Additionally, SUBLESSEE shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of $200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Grantor arising out of the incident or occurrence, exceeds the sum of $300,000. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE contracts for work performed on the subleased premises, the SUBLESSEE shall require each and every contractor to identify the SUBLESSOR and TRUSTEES as additional insureds on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work on the subleased premises shall include a provision whereby the SUBLESSEE's contractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising out of or in connection with work performed under the SUBLESSEE's contract. SUBLESSOR and TRUSTEES shall have the absolute right to choose their own legal counsel in connection with all matters indemnified for and defended against herein by SUBLESSEE at SUBLESSEE's expense.

12. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all

liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments, government service or use fees, or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

13. **SIGNS**: SUBLESSEE shall ensure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature, and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises, SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.

14. **NO WAIVER OF BREACH**: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. **TIME**: Time is expressly declared to be of the essence of this sublease.

16. **NON-DISCRIMINATION**: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. **UTILITY FEES**: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. **RIGHT OF AUDIT**: SUBLESSEE shall make available to SUBLESSOR and TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

19. **MINERAL RIGHTS**: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.

20. **CONDITION OF PROPERTY**: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no

responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. **NOTICES**: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: State of Florida Department of Environmental Protection
Division of Recreation and Parks
3900 Commonwealth Blvd. M.S. 525
Tallahassee, FL 32399

SUBLESSEE: City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

22. **BREACH OF COVENANTS TERMS, OR CONDITIONS**: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease without further notice and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies conferred upon SUBLESSOR herein. SUBLESSEE expressly waives the notice procedures of Section 83.20, Florida Statutes.

23. **DAMAGE TO THE PREMISES**: (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or

defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. **ENVIRONMENTAL AUDIT**: At the request of either SUBLESSOR or TRUSTEES, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. **SURRENDER OF PREMISES**: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR, TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all

improvements, including both physical structures and modifications to the subleased premises, shall become the property of TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises, SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 17 and 35 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

26. **BEST MANAGEMENT PRACTICES**: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE, or other land managing agencies for the protection and enhancement of the subleased premises.

27. **PUBLIC LANDS ARTHROPOD CONTROL PLAN**: SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

28. **SOVEREIGNTY SUBMERGED LANDS**: This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

29. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the subleased premises is held by TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of TRUSTEES and SUBLESSOR therein.

30. **CONDITIONS AND COVENANTS**: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

31. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only

be amended with the prior written approval of TRUSTEES and SUBLESSOR.

33. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

34. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

35. **MAINTENANCE OF IMPROVEMENTS**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

36. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

37. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

38. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

39. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this sublease or any provisions thereof.

40. **ADMINISTRATIVE FEE**: SUBLESSEE shall pay TRUSTEES an annual administrative fee of $300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July l to June 30. Each annual payment thereafter shall be due and payable on July l of each subsequent year.

41. **SPECIAL CONDITIONS**: The following special conditions shall apply to this sublease:

A. SUBLESSEE shall be responsible for placement of appropriate signage at a specified number of locations on the subleased premises, which will be mutually determined by SUBLESSOR and SUBLESSEE. Signage shall reflect that the management of the subleased premises is a joint management effort between SUBLESSOR and SUBLESSEE. All signage shall conform to the signage policies and procedures established by SUBLESSOR, and signage specifications shall be mutually agreed upon by SUBLESSOR and SUBLESSEE prior to permanent placement on the subleased premises.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the parties have caused this sublease agreement to be executed on the day and year first above written.

WITNESSES:

_____
Original Signature

_____
Print/Type Name of Witness

_____
Original Signature

_____
Print/Type Name of Witness

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS

BY: _____
Sine A. Murray
Environmental Administrator
Office of Park Planning

"**SUBLESSOR**"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2016_, by Sine A. Murray, Environmental Administrator, on behalf of the Division of Recreation and Parks, State of Florida Department of Environmental Protection. She is personally known to me.

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No._____

CITY OF DUNNELLON, FLORIDA
By its City Council

_____
Witness

_____
Print/Type Witness Name

_____
Witness

BY: _____ (SEAL)
Nathan Whitt, as its Mayor

_____
Print/Type Witness Name

"SUBLESSEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2016, by Nathan Whitt, as Mayor, on behalf of the City of Dunnellon, Florida. They are personally known to me or produced _____as identification.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by TRUSTEES on this _____ day of _____, 2016.

APPROVED SUBJECT TO PROPER EXECUTION

By: _____
DEP Attorney

_____
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Exhibit "A"

Legal Description of the Subleased Premises

A portion of the Northeast ¼ of the Southeast ¼ of Section 36 Township 16 South, Range 18 East, Marion County, Florida; more particularly described as follows:

BEGIN at an existing concrete monument marking the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 36, Township 16 South, Range 18 East, Marion County, Florida; thence South 00°14'14" West along the East line of the Southeast ¼ of said Section 36, a distance of 800 feet; thence North 89°39'05" West, a distance of 1,050 feet to a point; thence North 00°14'14" East, 800 feet to a point on the North line of the Northeast ¼ of the Southeast ¼ of said Section 36; thence South 89°38'42" East along said North line a distance of 1050 feet to the Point of Beginning.

BSM
BY SK
Date: 7.06.2016

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 55

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and The City of Dunnellon (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 9, 2009, which is incorporated herein by reference.

Identification of Project:

Rainbow Springs Infrastructure Development Project

General Category of Services:

Marion County Utilities, the City of Dunnellon, and the Southwest Florida Water Management District (SWFWMD) requested the Florida Department of Environmental Protection (FDEP) to provide funding support for the removal of package wastewater treatment plants along the Rainbow River in support of nutrient reduction and environmental protection. The FDEP has listed $2,279,183 in their 2016 budget to support this project which is now officially titled as the "Rainbow Springs Infrastructure Development Project" (Project). The Project consists of the design, permitting, and construction of a wastewater force main from the Juliette Falls Wastewater Treatment Plant (WWTP) to the City of Dunnellon WWTP. Once the force main is constructed, the Project will provide assistance for decommissioning the FDEP State Park, Dunnellon High School, and Satake Village packaged WWTP's and connection to the City's new force main.

Under this IPO, the Engineer will provide general engineering services as requested by the City of Dunnellon 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. Additional project tasks are anticipated and will be added to this IPO by amendment.

Specific Scope of Basic Services:

Task 1 - As Requested Services

A. Kimley-Horn will gather project information, attend meetings, provide general consultation, review documents, develop initial project work plans, assist the City with project coordination, and provide other services as-requested by City staff.

Additional Services if Required:

Services requested that are not specifically included will be provided by amendment to this IPO or under a new and separate IPO agreement.

Method of Compensation:

Services provided under Task 1 will be provided on an hourly basis in accordance with the approved rate schedule and will not exceed $4,900.00 without written authorization by the City Manager or City Council.

Other Special Terms of Individual Project Order:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

Attachments: 2016 Rate Schedule

ACCEPTED:

THE CITY OF DUNNELLON, FLORIDA.	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____ Malcolm L. Bryant, PE
TITLE:_____	TITLE: Project Manager
DATE:_____	DATE: July 1, 2016

G:\New Business\Public Sector\City of Dunnellon\2016\IPO #55 RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT PROJECT (P113)\IPO #55 - Rainbow Springs Infrastructure Development Project.docx

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.

2016 BILLING RATE SCHEDULE
(Subject to change annually on July 1)

Category	Hourly Rate
Support Staff	$50.00 - $60.00
Technical Support	$70.00 - $110.00
Senior Designer	$110.00 - $125.00
Professional	$85.00 - $135.00
Senior Professional	$145.00 - $195.00
Principal	$215.00 - $225.00

LIGHTING SERVICE CONTRACT

ACCOUNT NUMBER **85043-11253**
WORK ORDER NUMBER **1298423**
DEF CONTACT **ANJELICA KEATING**

CUSTOMER NAME: **CITY OF DUNNELLON**

SERVICE LOCATION(S) **20750 RIVER DR DUNNELLON FL 34431**
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into **August 2, 2016** between Duke Energy Florida, LLC (hereinafter called the Company) and **CITY OF DUNNELLON** (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture / Pole Types and Number Installed:

400W HPS	**FLOODLIGHT**	**L30**	QTY **1**
			QTY
			QTY
			QTY
			QTY
			QTY
			QTY

Additional facilities:

(Continued in Next Page)

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge :	
Non-fuel Energy Charge Plus the Cost Recovery Factors listed in Rate Schedule BA-1, *Billing Adjustments***, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.

2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.

3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company , this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

CITY OF DUNNELLON	DUKE ENERGY FLORIDA, LLC
Customer (Print or type name of Organization)	
By: _____	By: _____
(Signature)	(Signature)
_____	**ANJELICA KEATING**
(Print or Type Name)	(Print or Type Name)
Title: _____	Title: Duke Energy Representative

DUKE ENERGY.

Lighting Proposal

WR 1298423

DE Contact: ANJELICA KEATING
Address: 515 Independence Highway Inverness, FL 34453
Phone: 352-341-7506

August 2, 2016

Project Details	
Customer:	CITY OF DUNNELLON
Account:	85043-11253
Site:	20750 RIVER DR DUNNELLON FL 34431
Contact:	ANTHONY SANTACROSS
Phone:	352-208-9021

Scope of Request
I_400HPS FLOOD R_49W LED WITH 20IN BRACKET

REMOVALS

Quantity	Product Description Fixtures and Poles	Per Unit Rental	Maint.	F & E	Unit Total	Sub-Total
1	49W LED Neighborhood Light, OH	$5.07	$1.39	$0.93	$7.39	$7.39
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
	Rental, Maintenance, F&E Totals:	$5.07	$1.39	$0.93		
		Existing Estimated Monthly Rental				**$7.39**

INSTALLS

Quantity	Product Description Fixtures and Poles	Per Unit Rental	Maint.	F & E	Unit Total	Sub-Total
1	400W HPS FLOODLIGHT L30	$5.19	$1.76	$9.30	$16.25	$16.25
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
	Rental, Maintenance, F&E Totals:	$5.19	$1.76	$9.30		
		Project Summary Totals	**Proposed Estimated Monthly Rental**			**$16.25**
Estimates valid for 30 days and subject to change.					✧ **CIAC**	**TBD**

Estimated Monthly Rental *excludes any applicable taxes, franchise fees or customer charges.*

✧ **CIAC -** *The invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.*

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilites would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____ Date _____

(Please sign and date to approve this proposal and return to the mailing address above)

PROCLAMATION #PRO2016-09

2016 DUNNELLON LITTLE LEAGUE

STATE OF FLORIDA FINALISTS

WHEREAS, founded in 1939, by Carl Stotz, Little League has instilled leadership, character, courage and loyalty in all that participate, including the nearly 1.5 million adult volunteers. Little League can be found in more than 80 countries worldwide with more than 2.4 million children participating each year. Little League has celebrated many milestones due to the dedication of its players, parents and volunteers.

WHEREAS, the mission of the Dunnellon Little League is to promote, develop, supervise, and voluntarily assist the interest of those who want to participate in Little League Baseball. Through proper guidance and exemplary leadership, our goal is to assist youth in developing the qualities of citizenship, discipline, teamwork, and physical well-being. Our goal is to provide a safe, fun, wholesome combination of recreation and competition to players whose ages are 4-18 through regular season play among local teams.

WHEREAS, under the leadership of Manager Gary Leinenbach, Coaches Michael Gray, Chad Davis and A.D. Starks, the 50/70 Intermediate All Star Team won the District 15 Title and gained an opportunity to play in the Section 7 Tournament.

WHEREAS, on July 10th, 2016 the Dunnellon Little League 50/70 Intermediate All Star Team won the Section 7 Tournament and advanced to the State Tournament.

WHEREAS, and on July 17th the 50/70 Intermediate All Star Team traveled to the State Championship Tournament and finished the 2016 season with a final ranking of 2nd place finalist for the State of Florida. In the last decade, no Dunnellon Little League team has placed 2nd in a State Tournament.

WHEREAS, these young men that came together in a fairly new division that Little League formed in the last few years, and accomplished this great honor through determination, attitude and effort. These traits were displayed throughout the season and proved to be the attributes that brought this team to the State of Florida Championship Tournament.

WHEREAS, the Dunnellon City Council would like to sincerely thank each of the players for their unwavering discipline, devotion, and determination; and the coaches for their faithful leadership in this community. You have our genuine reverence and most heartfelt congratulations.

NOW, THEREFORE, be it proclaimed that the Dunnellon City Council recognizes the week of August 8, 2016 to August 12th, 2016 as **Dunnellon Little League Week** and encourages the entire community to show their support and appreciation to this baseball team for bringing pride, respect and an honorable piece of fame to our community.

PASSED and PROCLAIMED this 8th day of August 2016.

DUNNELLON CITY COUNCIL

_____
NATHAN WHITT, Mayor

_____
WALTER GREEN, Vice-Mayor

_____
CHARLES J. DILLON III, Councilman

_____
RICHARD HANCOCK, Councilman

_____
LARRY WINKLER, Councilwoman

ATTEST:

_____
DAWN M. BOWNE, MMC
Interim City Manager, City of Dunnellon

Meeting Date: August 3, 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: RESOLUTION #RES2016-16- AUTHORIZING THE REFUNDING OF THE OUTSTANDING WATER AND SEWER REVENUE NOTE, SERIES 2011, OF THE CITY; PROVIDING FOR THE ISSUANCE OF A $5,500,000 WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016, OF THE CITY

SUMMARY EXPLANATION & BACKGROUND: 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. It is anticipated that a closing will take place on August 12, 2016

FISCAL INFORMATION: 10 year term at 2.54% interest per annum

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign Resolution #RES2016-16

Initiated by: JS

#RES2016-16

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, AUTHORIZING THE REFUNDING OF THE OUTSTANDING WATER AND SEWER REVENUE NOTE, SERIES 2011, OF THE CITY; PROVIDING FOR THE ISSUANCE OF A $5,500,000 WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016, OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM THE NET REVENUES OF THE WATER AND SEWER SYSTEM OF THE CITY AND CERTAIN GRANT FUNDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA:

ARTICLE I

AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, the Original Resolution and the Refunded Series 2011 Note Resolution.

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, the terms defined in this section shall have the meanings specified in this section. Terms not otherwise defined in this Section shall have the meanings specified in the Original Resolution and, if applicable, the Refunded Series 2011 Note Resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Bank" shall mean Branch Banking and Trust Company, which is the holder of the Refunded Series 2011 Note.

"Holder of the Series 2016 Note," "Series 2016 Noteholder," "Registered Owner" or any similar term shall mean any person who shall be the owner of the Series 2016 Note as shown on the registration books of the City maintained by the Series 2016 Note Registrar.

"Original Resolution" shall mean Resolution No. 2010-22 of the Council.

"Outstanding Parity Bonds" shall mean the outstanding Water and Sewer Revenue Bond, Series 2010A, and the outstanding Water and Sewer Refunding Revenue Bond, Series 2013, of the City.

"Refunded Series 2011 Note" shall mean the Water and Sewer Revenue Note, Series 2011, of the City.

"Refunded Series 2011 Note Resolution" shall mean Resolution No. 2011-27 of the Council.

"Series 2016 Note" shall mean the Water and Sewer Refunding Revenue Note, Series 2016, herein authorized to be issued.

"Series 2016 Note Registrar" shall mean the City Clerk of the City.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

A. The City and the Bank have agreed to modify certain provisions of the Refunded Series 2011 Note, but to keep the remaining terms the same. This agreement will be implemented by the issuance of the Series 2016 Note in exchange for surrender and cancellation of the Refunded Series 2011 Note in accordance with this Resolution.

B. The Bank has waived all prepayment formalities and penalties for the Refunded Series 2011 Note, provided the Series 2016 Note is issued and delivered to the Bank and the Bank is paid all accrued and unpaid interest on the Refunded Series 2011 Note on the date of issuance of the Series 2016 Note. The Bank will acknowledge that the Refunded Series 2011 Note will be prepaid through the issuance and delivery of the Series 2016 Note to the Bank.

C. The estimated Pledged Revenues will be sufficient to pay all principal of and interest on the Series 2016 Note and the Outstanding Parity Bonds, as the same become due, and to make all required and applicable sinking fund, reserve or other payments required by this Resolution, the Refunded Series 2011 Note Resolution and the Original Resolution.

D. The City will receive, prior to the sale of the Series 2016 Note, disclosure and truth-in-bonding statements as required by Section 218.385, Florida Statutes.

E. Because of the favorable agreement between the City and the Bank regarding the exchange of the Refunded Series 2011 Note for the Series 2016 Note, it is in the best interest of the City to approve a negotiated sale of the Series 2016 Note to the Bank upon the terms, conditions and limitations set forth herein.

F. The Series 2016 Note will be deemed an "obligation" of a "municipal utility" within the meaning of Section 215.84(8), Florida Statutes, so no interest rate limit contained in Section 215.84, Florida Statutes, is applicable to the Series 2016 Note.

G. The Series 2016 Note will be deemed or designated a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code

SECTION 1.04 RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2016 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution, applicable provisions of the Refunded Series 2011 Note Resolution, and the Original Resolution, shall be deemed to be and shall constitute a contract between the City and such Series 2016 Noteholder.

ARTICLE II

AUTHORIZATION OF REFUNDING AND ISSUANCE OF NOTE; DESCRIPTION, DETAILS AND FORM OF NOTE

SECTION 2.01 AUTHORIZATION OF REFUNDING. There is hereby authorized the refunding of the Refunded Series 2011 Note, as described in this Resolution.

SECTION 2.02 AUTHORIZATION OF NOTE. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as a "Water and Sewer Refunding Revenue Note, Series 2016," herein the "Series 2016 Note," is hereby authorized to be issued in the principal amount of $5,500,000.

SECTION 2.03 DESCRIPTION OF NOTE. The Series 2016 Note shall be issued in the form of a single, fully registered Series 2016 Note; shall be dated August 12, 2016, and shall have the same features and attributes as in the Refunded Series 2011 Note Resolution and the Refunded Series 2011 Note, except the Series 2016 Note shall bear interest at the rate per annum, mature, be payable and subject to prepayment as set forth in the Series 2016 Note, which shall be substantially in the form set forth in Section 2.05 below.

SECTION 2.04 EXECUTION OF NOTE. The Series 2016 Note shall be executed in the name of the City by its Mayor and attested and countersigned by its City Clerk, either manually or with their facsimile signatures, and the corporate seal of the City or a facsimile thereof shall be affixed thereto or reproduced thereon. The Certificate of Authentication of the Series 2016 Note Registrar shall appear on the Series 2016 Note, and the Series 2016 Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless such certificate shall have been duly executed on such Series 2016 Note. The authorized signature for the Series 2016 Note Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Series 2016 Note Registrar, appearing on the Series 2016 Note shall at all times be a manual signature. In case any one or more of the officers who shall have signed or sealed the Series 2016 Note shall cease to be such officer of the City before the Series 2016 Note so signed and sealed shall have been actually sold and delivered, the Series 2016 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Series 2016 Note had not ceased to hold such office. The Series 2016 Note may be signed and sealed on behalf of the City by such person as at the actual time of the execution of the Series 2016 Note shall hold the proper office, although at the date of the Series 2016 Note, such person may not have held such office or may not have been so authorized.

SECTION 2.05 NOTE FORM. The text of the Series 2016 Note, together with the Certificate of Authentication of the Series 2016 Note Registrar, shall be substantially of the following tenor, with such omissions, insertions and variations as may be necessary or desirable and authorized or permitted by this Resolution:

This Water and Sewer Refunding Revenue Note, Series 2016, is delivered to the Registered Owner in exchange for and cancellation of the outstanding Water and Sewer Revenue Note, Series 2011, of the City, and by acceptance of this Water and Sewer Refunding Revenue Note, Series 2016, the Registered Owner acknowledges and agrees to the same.

$5,500,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF MARION
CITY OF DUNNELLON
WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016

KNOW ALL MEN BY THESE PRESENTS, that the City of Dunnellon, Florida (the "City"), for value received hereby promises to pay to Branch Banking and Trust Company, or registered assigns (the "Registered Owner"), solely from the special funds described below, the principal sum specified above, on December 1 in the years and in the principal installments as follows:

Year	Amount	Year	Amount
2016	$440,000	2021	$570,000
2017	460,000	2022	600,000
2018	490,000	2023	620,000
2019	520,000	2024	630,000
2020	540,000	2025	630,000

and to pay, solely from such special funds, interest (calculated on a 30/360-day year basis) on the balance of such principal sum remaining unpaid, at the rate of 2.54% per annum (subject to adjustment as provided in Resolution No. 2011-27 of the City Council of the City), payable on December 1, 2016, and semiannually thereafter on each June 1 and December 1 of each year, until paid in full, by check or draft mailed to the Registered Owner at his address as it appears on the registration books at 5:00 p.m. (eastern time) on the Record Date (as defined in the Resolution, described and defined below), or at the option of the City, by wire transfer to the Registered Owner in accordance with wire instructions furnished by the Registered Owner to the City at least one business day before the payment date, or other mutually acceptable means. The principal of and interest on this Series 2016 Note are payable in lawful money of the United States of America. Upon final payment of principal and interest, this Series 2016 Note shall be surrendered to the City.

This Series 2016 Note is issued to refinance the cost of the acquisition and/or construction of certain additions, extensions and improvements to the combined water and sewer system of the City, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, other applicable provisions of law and

Resolution Nos. 2010-22, 2011-27 and RES2016-__of the City Council of the City adopted on December 16, 2010, December 28, 2011, and August 8, 2016, respectively (collectively, the "Resolution"); and is subject to all the terms and conditions of the Resolution.

This Series 2016 Note and the interest thereon are payable solely from and secured by a prior lien upon and pledge of the net revenues derived by the City from the operation of the System and the Grant Funds, each as defined in the Resolution, on a parity with the lien thereon in favor of the holders of the outstanding Water and Sewer Revenue Bond, Series 2010A, and Water and Sewer Refunding Revenue Bond, Series 2013, of the City.

It is expressly agreed by the holder of this Series 2016 Note that such holder shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Series 2016 Note or for the making of any sinking fund or other payment specified in the Resolution. This Series 2016 Note and the indebtedness evidenced thereby shall not constitute a lien upon any other property of or in the City, but shall constitute a lien only upon the net revenues of the System and Grant Funds, in the manner and to the extent provided in the Resolution.

This Series 2016 Note may be transferred only upon the books of the City kept by the Series 2016 Note Registrar (as defined in the Resolution) upon surrender thereof at the principal office of the Series 2016 Note Registrar with an assignment duly executed by the Registered Owner or its duly authorized attorney, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such transfer, as provided in the Resolution. Upon any such transfer, there shall be executed in the name of the transferee, and the Series 2016 Note Registrar shall deliver, a new registered note in the same principal amount, series, maturity and interest rate as this Series 2016 Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Series 2016 Note exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Series 2016 Note does not violate any constitutional or statutory limitation.

The outstanding principal payment installments of this Series 2016 Note may be prepaid prior to their respective payment dates, in whole but not in part, on any scheduled payment date, at the option of the City, at the price of par and accrued interest to the date of prepayment, without premium.

Notice of such optional prepayment shall, at least 5 business days prior to the prepayment date, be hand-delivered, telecopied (evidenced by a written transmission report) or e-mailed (evidenced by a written return receipt) by the Series 2016 Note Registrar to the Registered Owner of this Series 2016 Note at its address as it appears of record on the books of the Series 2016 Note Registrar as of 15 days prior to the date fixed for prepayment. Interest shall cease to accrue on the principal amount of this Series 2016 Note duly called for prepayment on the prepayment date, if payment thereof has been duly provided. Under such circumstances the privilege of transfer of this Series 2016 Note shall be suspended.

This Series 2016 Note is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities Laws of the State of Florida.

This Series 2016 Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Series 2016 Note Registrar.

IN WITNESS WHEREOF, the City of Dunnellon, Florida, has issued this Series 2016 Note and has caused the same to be executed by its Mayor, and countersigned and attested by its City Clerk, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon, all as of August 12, 2016.

CITY OF DUNNELLON, FLORIDA

(SEAL)

By:_____
NATHAN WHITT, Mayor

ATTESTED AND COUNTERSIGNED:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION OF NOTE REGISTRAR

This Series 2016 Note represents the issue described in the Resolution.

CITY CLERK
As Series 2016 Note Registrar

_____
Dawn M. Bowne

Date of Authentication: August 12, 2016

The following abbreviations, when used in the inscription on the face of this Series 2016 Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM –as tenants in common	JT TEN – as joint tenants with right of survivorship and not as tenants in common
TEN ENT –as tenants by the entireties	Additional abbreviations may also be used though not in this list.

UNIF GIF/TRANS MIN ACT - _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts/Transfers to Minors Act of _____
(State)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____

_____

_____ (PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE) this Series 2016 Note and does hereby irrevocably constitute and appoint _____ as his agent to transfer this Series 2016 Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Series 2016 Note in every particular, without alteration or enlargement or change whatever.

Signature guaranteed:

_____

Signature guarantee by guarantor institution participating in Securities Transfer Agents Medallion Program, or in other guarantee program acceptable to Series 2016 Note Registrar

ARTICLE III

SALE OF NOTE

SECTION 3.01 SALE OF NOTE. Subject to receipt of disclosure and truth-in-bonding statements, as required by Section 218.385, Florida Statutes, the Series 2016 Note in the principal amount of $5,500,000 is hereby awarded and sold to the Bank at the price of par through (a) simultaneous exchange of it for the Refunded Series 2011 Note surrendered by the Bank on the date of issuance of the Series 2016 Note, (b) delivery by the Bank of sale proceeds equal to $30,000, the amount allocated for costs of issuance of the Series 2016 Note and (c) payment by the City of accrued and unpaid interest on the Refunded Series 2011 Note on the date of issuance of the Series 2016 Note.

ARTICLE IV

OTHER RESOLUTIONS

SECTION 4.01 APPLICATION OF OTHER RESOLUTIONS. The Series 2016 Note shall for all purposes be considered to be an Additional Parity Bond issued under the authority of the Original Resolution and shall be entitled to all the protection, security, rights and privileges enjoyed by the Outstanding Parity Bonds. All provisions of the Refunded Series 2011 Note Resolution not inconsistent with the provisions of this Resolution shall apply to the Series 2016 Note as if incorporated herein. In the case of any inconsistency, the provisions of this Resolution shall control.

Neither the Series 2016 Note nor the interest thereon shall be or constitute a general indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from and secured by a prior lien upon and a pledge of the Pledged Revenues on a parity with the lien thereon in favor of the holders of the Outstanding Parity Bonds. The Holder shall never have the right to require or compel the exercise of the ad valorem taxing power of the City or taxation in any form of any property therein for payment thereof, or be entitled to payment of such principal and interest from any other funds of the City, except from the Pledged Revenues.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01 MODIFICATION OR AMENDMENT. No adverse material modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto may be made without the consent in writing of the Holder of the Series 2016 Note.

SECTION 5.02 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2016 Note.

SECTION 5.03 DEFEASANCE. If, at any time, the City shall have paid, or shall have made provision for the payment of, the principal and interest with respect to the Series 2016 Note, then, and in that event, the pledge of and lien on the Pledged Revenues in favor of the Series 2016 Noteholder shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or principal and interest of Federal Securities in irrevocable trust with a banking institution or trust company, for the sole benefit of the Series 2016 Noteholder, to make timely payment of the principal and interest on the outstanding Series 2016 Note, shall be considered "provision for payment."

SECTION 5.04 INTERESTED PARTIES. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Series 2016 Note Registrar or any other paying agent and the Holder, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements contained in this Resolution, by and on behalf of the City, shall be for the sole and exclusive benefit of the City, the Series 2016 Note Registrar or any other paying agent and the Holder.

SECTION 5.05 UNCLAIMED MONEY. Notwithstanding any provisions of this Resolution, and if the paying agent shall be a banking institution, any money held by the paying agent for the payment of the principal or redemption or prepayment price of, or interest on the Series 2016 Note and remaining unclaimed for one year (or such shorter period as shall prevent the escheat of such money to the State of Florida) after the applicable date or dates when such principal, redemption or prepayment price or interest has become due and payable (whether at maturity, call for redemption or prepayment or otherwise), if such money were so held at such date or dates, or one year (or such shorter period as shall prevent the escheat of such money to the State of Florida) after the date or dates of deposit of such money if deposited after such date or dates, shall be repaid to the City free from the provisions of this Resolution, and all liability of the paying agent with respect to such money shall thereupon cease; provided, however, that before the repayment of such money to the City as aforesaid, the paying agent first mail a notice, in such form as may be deemed appropriate by the paying agent,

with respect to the Series 2016 Note so payable and not presented, or unclaimed interest thereon, and with respect to the provisions relating to the repayment to the City of the money held for the payment thereof.

SECTION 5.06 NECESSARY ACTION. The officers of the City are hereby designated agents of the City in connection with the issuance of the Series 2016 Note, and are authorized and empowered, individually or collectively, to take all action and steps and to execute and deliver any and all instruments, documents or contracts on behalf of the City which are required by this Resolution and/or are necessary and desirable in connection with the execution and delivery of the Series 2016 Note, and which are not inconsistent with this Resolution and any other action relating to the Series 2016 Note.

SECTION 5.07 REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5.08 EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED by the City Council of the City of Dunnellon, Florida, this 8th day of August, 2016.

(SEAL)

CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA

ATTEST:

By: _____
NATHAN WHITT, Mayor

_____
City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
City Attorney

This Water and Sewer Refunding Revenue Note, Series 2016, is delivered to the Registered Owner in exchange for and cancellation of the outstanding Water and Sewer Revenue Note, Series 2011, of the City, and by acceptance of this Water and Sewer Refunding Revenue Note, Series 2016, the Registered Owner acknowledges and agrees to the same.

$5,500,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF MARION
CITY OF DUNNELLON
WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016

KNOW ALL MEN BY THESE PRESENTS, that the City of Dunnellon, Florida (the "City"), for value received hereby promises to pay to Branch Banking and Trust Company, or registered assigns (the "Registered Owner"), solely from the special funds described below, the principal sum specified above, on December 1 in the years and in the principal installments as follows:

Year	Amount	Year	Amount
2016	$440,000	2021	$570,000
2017	460,000	2022	600,000
2018	490,000	2023	620,000
2019	520,000	2024	630,000
2020	540,000	2025	630,000

and to pay, solely from such special funds, interest (calculated on a 30/360-day year basis) on the balance of such principal sum remaining unpaid, at the rate of 2.54% per annum (subject to adjustment as provided in Resolution No. 2011-27 of the City Council of the City), payable on December 1, 2016, and semiannually thereafter on each June 1 and December 1 of each year, until paid in full, by check or draft mailed to the Registered Owner at his address as it appears on the registration books at 5:00 p.m. (eastern time) on the Record Date (as defined in the Resolution, described and defined below), or at the option of the City, by wire transfer to the Registered Owner in accordance with wire instructions furnished by the Registered Owner to the City at least one business day before the payment date, or other mutually acceptable means. The principal of and interest on this Series 2016 Note are payable in lawful money of the United States of America. Upon final payment of principal and interest, this Series 2016 Note shall be surrendered to the City.

This Series 2016 Note is issued to refinance the cost of the acquisition and/or construction of certain additions, extensions and improvements to the combined water and sewer system of the City, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, other applicable provisions of law and

Resolution Nos. 2010-22, 2011-27 and RES2016—-16of the City Council of the City adopted on December 16, 2010, December 28, 2011, and August 8, 2016, respectively (collectively, the "Resolution"); and is subject to all the terms and conditions of the Resolution.

This Series 2016 Note and the interest thereon are payable solely from and secured by a prior lien upon and pledge of the net revenues derived by the City from the operation of the System and the Grant Funds, each as defined in the Resolution, on a parity with the lien thereon in favor of the holders of the outstanding Water and Sewer Revenue Bond, Series 2010A, and Water and Sewer Refunding Revenue Bond, Series 2013, of the City.

It is expressly agreed by the holder of this Series 2016 Note that such holder shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Series 2016 Note or for the making of any sinking fund or other payment specified in the Resolution. This Series 2016 Note and the indebtedness evidenced thereby shall not constitute a lien upon any other property of or in the City, but shall constitute a lien only upon the net revenues of the System and Grant Funds, in the manner and to the extent provided in the Resolution.

This Series 2016 Note may be transferred only upon the books of the City kept by the Series 2016 Note Registrar (as defined in the Resolution) upon surrender thereof at the principal office of the Series 2016 Note Registrar with an assignment duly executed by the Registered Owner or its duly authorized attorney, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such transfer, as provided in the Resolution. Upon any such transfer, there shall be executed in the name of the transferee, and the Series 2016 Note Registrar shall deliver, a new registered note in the same principal amount, series, maturity and interest rate as this Series 2016 Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Series 2016 Note exist, have happened and have been performed in regular and due form and time as required by the Statutes and Constitution of the State of Florida applicable thereto; and that the issuance of this Series 2016 Note does not violate any constitutional or statutory limitation.

The outstanding principal payment installments of this Series 2016 Note may be prepaid prior to their respective payment dates, in whole but not in part, on any scheduled payment date, at the option of the City, at the price of par and accrued interest to the date of prepayment, without premium.

Notice of such optional prepayment shall, at least 5 business days prior to the prepayment date, be hand-delivered, telecopied (evidenced by a written transmission report) or e-mailed (evidenced by a written return receipt) by the Series 2016 Note Registrar to the Registered Owner of this Series 2016 Note at its address as it appears of record on the books of the Series 2016 Note Registrar as of 15 days prior to the date fixed for prepayment. Interest shall cease to accrue on the principal amount of this Series 2016 Note duly called for prepayment on the prepayment date, if payment thereof has been duly provided. Under such circumstances the privilege of transfer of this Series 2016 Note shall be suspended.

This Series 2016 Note is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities Laws of the State of Florida.

This Series 2016 Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Series 2016 Note Registrar.

IN WITNESS WHEREOF, the City of Dunnellon, Florida, has issued this Series 2016 Note and has caused the same to be executed by its Mayor, and countersigned and attested by its City Clerk, and its corporate seal to be impressed, imprinted or otherwise reproduced hereon, all as of August 12, 2016.

CITY OF DUNNELLON, FLORIDA

(SEAL)

By:_____
NATHAN WHITT, Mayor

ATTESTED AND COUNTERSIGNED:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION OF NOTE REGISTRAR

This Series 2016 Note represents the issue described in the Resolution.

CITY CLERK
As Series 2016 Note Registrar

_____
Dawn M. Bowne

Date of Authentication: August 12, 2016

The following abbreviations, when used in the inscription on the face of this Series 2016 Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM –as tenants in common

TEN ENT –as tenants by the entireties

JT TEN – as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in this list.

UNIF GIF/TRANS MIN ACT - _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts/Transfers to Minors Act of _____
(State)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____

_____

_____ (PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE) this Series 2016 Note and does hereby irrevocably constitute and appoint _____ as his agent to transfer this Series 2016 Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Series 2016 Note in every particular, without alteration or enlargement or change whatever.

Signature guaranteed:

_____

Signature guarantee by guarantor institution participating in Securities Transfer Agents Medallion Program, or in other guarantee program acceptable to Series 2016 Note Registrar

Attorneys at Law
111 Riverside Avenue
Suite 200
Jacksonville, FL 32202
Tel 904.384.1264
Fax 904.388.2986

August 12, 2016

Mayor and City Council
City of Dunnellon, Florida

Branch Banking and Trust Company
Charlotte, North Carolina

$5,500,000
City of Dunnellon, Florida
Water and Sewer Refunding Revenue Note
Series 2016

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Dunnellon, Florida (the "Issuer") in connection with the issuance by the Issuer of its $5,500,000 Water and Sewer Refunding Revenue Note, Series 2016 (the "2016 Note"), pursuant to and under the authority of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, Resolution No. 2010-22 adopted by the City Council of the Issuer (the "City Council") on December 16, 2010 (the "Original Resolution"), as supplemented by Resolution No. 2011-27 and Resolution #RES2016-16— adopted by the City Council on August 8, 2016 (collectively, the "Note Resolution"). In such capacity, we have examined such law and certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. Any capitalized undefined terms used herein shall have the meaning set forth in the Note Resolution.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Note Resolution and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

In rendering this opinion, we have examined and relied upon the opinion of even date herewith of Shepard, Smith & Cassady, P.A., Issuer's Counsel, as to the due creation and valid existence of the Issuer, the due adoption of the Note Resolution, the due execution and delivery of the 2016 Note and the compliance by the Issuer with all conditions contained in ordinances and resolutions of the Issuer precedent to the issuance of the 2016 Note.

The 2016 Note is payable from Net Revenues and Grant Funds on parity and equal status with the Issuer's outstanding Water and Sewer Revenue Bond, Series 2010A, and ~~the outstanding~~ Water and Sewer Refunding Revenue Bond, Series 2013 (the "Outstanding Parity Bonds"), ~~as defined,~~ in the manner and to the extent provided in the Note Resolution. Pursuant to the terms, conditions and limitations contained in the Original Resolution, the Issuer has reserved the right to issue Additional Parity Bonds in the future which shall have a lien on the Net Revenues and Grant Funds equal to that of the 2016 Note and the Outstanding Parity Bonds.

The 2016 Note does not constitute a general obligation or indebtedness of the Issuer within the meaning of any constitutional, statutory or other limitation of indebtedness; and the holders thereof shall never have the right to compel the exercise of any ad valorem taxing power of the Issuer or taxation in any form or any real or personal property for the payment of the principal of or interest on the 2016 Note.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America.

Based on our examination, we are of the opinion that, under existing law:

1. The Note Resolution constitutes a valid and binding special obligation of the Issuer enforceable against the Issuer in accordance with its terms.

2. The 2016 Note is a valid and binding limited obligation of the Issuer enforceable in accordance with their terms, payable from the Net Revenues and the Grant Funds in the manner and to the extent provided in the Note Resolution.

3. The Note Resolution creates a valid lien upon the Net Revenues and the Grant Funds for the security of the 2016 Note, on a parity with the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued, all in the manner and to the extent provided in the Note Resolution.

4. Interest on the 2016 Note is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the 2016 Note will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations. The opinions set forth in the preceding two sentences are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the 2016 Note, in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted in the Note Resolution to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the 2016 Note to be included in gross income for federal income tax purposes retroactively to the date of issuance of the 2016 Note.

5. The 2016 Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

6. The 2016 Note is exempt from registration under the Securities Act of 1933, as amended; and the Note Resolution is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

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It is to be understood that the rights of the owners of the 2016 Note and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity; to the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States of America; and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of any offering material relating to the 2016 Note. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the 2016 Note. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Issuer or Branch Banking and Trust Company ("BB&T") with any federal or state statute, regulation or ruling with respect to the sale and distribution of the 2016 Note, or regarding the perfection or priority of the lien, except as provided in paragraph 3 with respect to the parity status of the 2016 Note, on the Net Revenues and the Grant Funds created by the Note Resolution. Further, we express no opinion regarding federal income or state tax consequences arising with respect to the 2016 Note other than as expressly set forth herein. Delivery of this opinion to BB&T does not create an attorney-client relationship with BB&T.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

$5,500,000
CITY OF DUNNELLON, FLORIDA
WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016
Dated and Delivered August 12, 2016

AUTHORIZATION (Certified Copies)

1.* Resolution No. 2010-22
2.* Resolution No. 2011-27
3.* Resolution #RES2016-16—

BASIC CLOSING DOCUMENTS

4. Closing Certificate of City
5.* Exchange ~~Certificate~~Memorandum
6. Tax Certificate
7.* Opinion of Bond Counsel
8.* Opinion of City Attorney
9. Specimen Note
10.* IRS Form 8038-G
11. BF 2003/2004

DISTRIBUTION

1. City (2)
2. City Attorney
3. Bond Counsel
4. Bank
5. Bank Counsel

*To be furnished, along with original note, to BB&T prior to closing.

CLOSING CERTIFICATE OF CITY

We, the undersigned officers of the City of Dunnellon, Florida (the "City"), hereby certify, in connection with the execution and delivery of the obligation of the City described below:

> $5,500,000 – WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016; dated August 12, 2016; ~~and~~ bearing interest at the rate of 2.54% per annum (subject to adjustment), payable on December 1, 2016, and semiannually thereafter on each June 1 and December 1 of each year ~~to and including December 1, 2025~~until paid in full; payable in principal installments on December 1 in the years 2016 to and including 2025; and maturing on December 1, 2025 (the "2016 Note")

being issued on the date hereof in accordance with Resolution #RES2016~~____~~-16 of the City Council (the "Council") of the City duly adopted on August 8, 2016 (the "2016 Note Resolution"), that (1) as of this date, there is no litigation or other proceedings pending or, to our knowledge, threatened in any court or other tribunal, state or federal, (a) to restrain or enjoin the sale, execution or delivery of the 2016 Note or the payment, collection or application of the proceeds of the sale of the 2016 Note; or (b) in any way contesting or affecting the validity of the 2016 Note Resolution, the 2016 Note or any proceedings in connection therewith, or the pledge of the Pledged Revenues; or (c) contesting the powers of the Council or the City, or the corporate existence of the City; or (d) contesting or affecting any authority for the issuance of the 2016 Note, the adoption of the 2016 Note Resolution or the titles of the present members of the Council, or any of them, to their respective offices; and (2) none of the proceedings or authority for the issuance of the 2016 Note have been repealed, revoked or rescinded. Terms not otherwise defined herein shall have the meanings ascribed to them by the 2016 Note Resolution.

We further certify that:

1. The names of the members of the Council set forth below, and the commencement and expiration of their respective terms of office, are as follows:

Members	Term Began	Term Ends
Nathan Whitt	November 2012	November 2016
Walter Green	November 2014	November 2018
Larry Winkler	November 2012	November 2016
Charles J. Dillon, III	November 2014	November 2018
Richard Hancock	November 2012	November 2016

2. Nathan Whitt is the current duly elected Mayor of the City. His term of office as Mayor began in November 2012 and ends in November 2016. Walter Green is the current duly elected Vice Mayor of the City. His term of office as Vice Mayor began in November 2014 and ends in November 2016.

3. Dawn M. Bowne is the duly appointed City Clerk and Amanda Roberts is the duly appointed Assistant City Clerk. Both serve at the pleasure of the City Manager.

4. Jan Smith is the duly appointed Finance Officer of the City and serves at the pleasure of the City Manager.

5. All of the above persons have duly filed their oaths of office and/or bonds or undertakings in the amount and/or manner required by law.

6. The execution and delivery of the 2016 Note have been duly authorized by all necessary action of the Council in compliance with all State of Florida laws applicable to the 2016 Note as of the date hereof, and the 2016 Note is properly executed by the undersigned Mayor and Clerk.

7. At the date of execution of the 2016 Note, and on this date, the undersigned Mayor and Clerk were and are the duly chosen, qualified and acting officers authorized to execute the 2016 Note as indicated by the official titles opposite their signatures hereunder.

8. The seal impressed upon this certificate is the legally adopted, proper and only official seal of the ~~Council~~City; and such seal has been impressed upon the 2016 Note.

9. The 2016 Note is being delivered to Branch Banking and Trust Company ("BB&T") in exchange and substitution for the Refunded Series 2011 Note, and receipt of $30,000 by the City from BB&T, as described in the 2016 Note Resolution.

10. The books and records of the City relating to the collection and receipt of the Net Revenues have been reviewed by the Financial Officer of the City, and the amount of the Net Revenues for ~~any~~ one 12 consecutive month~~s~~ period out of the 24 month period immediately preceding the date hereof is at least equal to 1.20 times the Maximum Debt Service Requirement on (i) all Bonds and all Additional Parity Bonds then outstanding and (ii) the 2016 Note, taking into account adjustments made pursuant to Section 4.17(2) of the Original Resolution. The City is not in breach of the covenants and obligations assumed under the Original Resolution, the Refunded Series 2011 Note Resolution (as applicable) and the 2016 Note Resolution, and all payments therein required to have been made into the Funds and Accounts, as provided thereunder, have been made to the full extent required. Other than the Outstanding Parity Bonds, there are no other obligations of the City payable from and/or secured by the Pledged Revenues.

11. The 2016 Note will not be a "private activity bond" as defined in Section 141 of the Code.

12. The City (and all subordinate entities thereof) does not reasonably expect to issue tax-exempt obligations (other than "private activity bonds") in excess of $10,000,000 aggregate face amount in calendar year 2016.

13. ~~A portion of the principal amount of the 2016 Note, equal to $5,470,000, is hereby deemed a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Code.~~ The ~~remaining portion of the principal amount of the~~ 2016 Note~~, equal to $30,000,~~ is hereby designated a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Code

12. To the best of our knowledge, none of the above members of the Council have, with the exception of the official meeting on August 8, 2016, met together with any other member or members of the Council and reached a conclusion as to the actions to be taken by the City with regard to the 2016 Note, the security therefor or the application of the proceeds therefrom, or any other material matters in regard to the 2016 Note.

WITNESS our hands and such corporate seal this August 12, 2016.

(SEAL)

Signature	Official Title
_____ Nathan Whitt	Mayor City of Dunnellon, Florida
_____ Dawn M. Bowne	City Clerk City of Dunnellon, Florida

2016 REFUNDING NOTE EXCHANGE MEMORANDUM

We, the undersigned officers of the City of Dunnellon, Florida (the "City"), and Branch Banking and Trust Company ("BB&T") agree in connection with the obligation of the City described below:

> $5,500,000 – WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016; dated August 12, 2016; ~~and~~ bearing interest at the rate of 2.54% per annum (subject to adjustment), payable on December 1, 2016, and semiannually thereafter on each June 1 and December 1 of each year ~~to and including December 1, 2025~~until paid in full; payable in principal installments on December 1 in the years 2016 to and including 2025; and maturing on December 1, 2025 (the "2016 Note");

being issued on the date hereof pursuant to Resolution #RES2016~~-~~-16 of the City Council of the City (the "2016 Note Resolution"); that on the date hereof, (a) the 2016 Note has been delivered to BB&T in exchange for and substitution of the Water and Sewer Revenue Note, Series 2011, of the City (the "2011 Note"), held by BB&T, which will be ~~and~~ tendered to the City for cancellation, and receipt by the City of $30,000 of 2016 Note proceeds from BB&T (from which $5,000 will be retained by BB&T to pay its credit review fee of $500 and counsel fee of $4,500); (b) such exchange and receipt of 2016 Note proceeds from BB&T, in effect, represents a revision of the amortization terms for the 2011 Note and an advance by BB&T for 2016 Note issuance costs; (c) the City has paid all accrued and unpaid interest on the 2011 Note on the date of issuance of the 2016 Note; and (d) BB&T accepts the 2016 Note in payment of the outstanding principal amount of the 2011 Note.

1. For the purpose of Section 218.385(2) and (3), Florida Statutes:

The City is issuing a $5,500,000 principal amount of revenue note (herein the "2016 Note") for the purpose of refinancing the acquisition and construction of additions, extensions and improvements to the water and sewer system of the City. The 2016 Note is expected to be repaid over a period of approximately 9.3 years. Total interest paid over the life of the 2016 Note will be approximately $719,648.11. The security for payment of the 2016 Note is a prior lien upon the Pledged Revenues, as specified in the 2016 Note Resolution. Authorizing the 2016 Note will result in not exceeding $667,752.00 annually in the years 2016 to and including 2025 of Pledged Revenues not being available to finance other qualifying projects of the City in the years 2016 through 2025.

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2. Neither BB&T nor any of its affiliates acted as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the issuance of the 2016 Note. Neither BB&T nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to the issuance of the 2016 Note. The City has represented to BB&T that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the 2016 Note from its financial, legal and other advisors (and not BB&T or any of its affiliates) to the extent that the City desired to obtain such advice.

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Dated August 12, 2016.

CITY OF DUNNELLON, FLORIDA

By_____
Mayor

BRANCH BANKING AND TRUST COMPANY

By_____
Senior Vice President

TAX CERTIFICATE AS TO ARBITRAGE AND
THE PROVISIONS OF SECTIONS 141-150 OF
THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

$5,500,000
City of Dunnellon, Florida
Water and Sewer Refunding Revenue Note, Series 2016

In connection with the issuance by the City of Dunnellon, Florida (the "City") of its $5,500,000 Water and Sewer Refunding Revenue Note, Series 2016 (the "Series 2016 Note") and pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations (the "Regulations"), the City makes and enters into the following Tax Certificate as to Arbitrage and the Provisions of Section 141-150 of the Internal Revenue Code of 1986, as amended (the "Code").

The City acknowledges that the opinion of Bond Counsel regarding the exclusion of interest on the Series 2016 Note from gross income under Section 103(a) and Sections 141-150 of the Code is rendered in reliance upon the representations and statements of fact and expectations contained herein and assumes the City's continued compliance with the provisions of this Certificate.

1. The Series 2016 Note is being issued pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, Resolution No. 2010-22 adopted by the City Council of the City on December 16, 2010, as supplemented by Resolution #RES2016-16 adopted by the City Council of the City on August 8, 2016 (collectively, the "Resolution"). The Series 2016 Note will be delivered to Branch Banking and Trust Company (the "Original Purchaser") on the date hereof in exchange for (a) the Series 2011 Note, which will be tendered to the City for cancellation, and (b) the receipt of $30,000 of additional proceeds of the Series 2016 Note to be used to pay costs of issuing the Series 2016 Note (the "Issuance Costs").

Unless otherwise specifically defined, all capitalized terms used in this Certificate shall have the same meanings as those set forth in the Resolution or the Regulations.

2. The refunding of the Series 2011 Note with proceeds of the Series 2016 Note is being undertaken by the City in order to extend the maturity of the Series 2011 Note. The Series 2011 Note will be redeemed on the date hereof. The Series 2011 Note was issued for the purposes of financing the cost of the acquisition and construction of additions, extensions and improvements to the water and sewer system of the City (the "Refinanced Project"). As of the date hereof, there are no remaining proceeds outstanding of the Series 2011 Note.

3. On the basis of the facts, estimates and circumstances in existence on the date hereof, the City reasonably expects the following with respect to the Series 2016 Note being issued this day and as to the use of the proceeds thereof:

(a) Proceeds in the amount of $5,500,000.00 (the "Sale Proceeds) are deemed to be derived by the City from the sale of the Series 2016 Note to the Original Purchaser and are expected to be needed and fully expended as follows:

(i) $30,000.00 of said proceeds will be used to pay the Issuance Expenses; and

(ii) $5,470,000.00 of said proceeds will be deemed to have been used to redeem the Series 2011 Note on the date hereof.

(b) Accrued and unpaid interest on the Series 2011 Note through the date hereof will be paid from other legally available sources of the City.

(c) The total proceeds to be received from the sale of the Series 2016 Note, together with amounts made available as a result of the refunding of the Series 2011 Note, do not exceed the total of the amounts necessary for the purposes described above.

(c) The City does not expect to sell or otherwise dispose of any property comprising a part of the Refinanced Project prior to the final maturity date of the Series 2016 Note.

4. On the date of issuance of the Series 2011 Note, the City reasonably expected that not less than 85% of the spendable proceeds of the Series 2011 Note would be used to carry out the governmental purposes of such Series 2011 Note within three years of the date of issuance thereof. Not more than 50% of the proceeds of the Series 2011 Note were invested in obligations having a substantially guaranteed yield for four years or more.

5. On a monthly basis, the City will transfer Pledged Revenues from the Revenue Fund to the Sinking Fund to provide for the payment of debt service on the Series 2016 Note. The Sinking Fund and the portion of the Revenue Fund allocated to the payment of debt service on the Series 2016 Note will be used primarily to achieve a proper matching of the revenues and debt service on the Series 2016 Note within each Bond Year and amounts on deposit in the Sinking Fund and the Revenue Fund allocated to the Series 2016 Note will be depleted at least once a year except for any carryover amount which will not in the aggregate exceed the greater of (A) the earnings on such accounts for the immediately preceding bond year, or (B) one-twelfth of the debt service on the Series 2016 Note for the immediately preceding bond year.

6. Other than the Sinking Fund and the portion of the Revenue Fund allocated to the payment of debt service on the Series 2016 Note, there are no funds or accounts established pursuant to the Resolution or otherwise which are reasonably expected to be used to pay debt service on the Series 2016 Note, or which are pledged as collateral for the Series 2016 Note (or subject to a negative pledge) and for which there is a reasonable assurance on the part of the Original Purchaser that amounts therein will be available to pay debt service on the Series 2016 Note if the City encounters financial difficulties.

7. The following represents the expectations of the City with respect to the investment of funds on deposit in the aforementioned funds and accounts:

(a) Proceeds derived from the sale of the Series 2016 Note to be applied to pay Issuance Expenses may be invested at an unrestricted yield for a period not to exceed thirteen months from the date hereof, although it is reasonably expected that all such Issuance Expenses will be paid within 90 days of the date of issuance of the Series 2016 Note.

(b) Investment earnings on obligations acquired with amounts described in subparagraph (a) above may be invested at an unrestricted yield for a period of thirteen months from the date of receipt.

(c) Amounts described in subparagraphs (a) and (b) that may not be invested at an unrestricted yield pursuant to such subparagraphs, may be invested at an unrestricted yield to the extent such amounts do not exceed $100,000 (the "Minor Portion").

(d) Amounts described in subparagraph (c), not invested at an unrestricted yield pursuant to such subparagraph, shall be invested at a yield not in excess of the yield on the Series 2016 Note plus 1/8 of one percentage point or invested in tax-exempt obligations under Section 103(a) of the Code the interest on which is not an item of preference within the meaning of Section 57(a)(5) of the Code.

(e) Amounts deposited in the Sinking Fund and the Revenue Fund allocated to the payment of debt service on the Series 2016 Note may be invested at an unrestricted yield for a period of 13 months from the date of original deposit of such amounts to such funds. Investment earnings on such amounts which are retained in such accounts may be invested at an unrestricted yield for a period of 13 months from the date of receipt of the amount earned.

(f) Amounts described in subparagraph (e) that may not be invested at an unrestricted yield pursuant to such subparagraphs may be invested at an unrestricted yield to the extent such amount does not exceed the Minor Portion reduced by the

amounts described in subparagraph (c) that are invested at a yield in excess of the yield on the Series 2016 Note.

(g) Amounts described in subparagraph (f) that may not be invested at an unrestricted yield shall be invested at a yield not in excess of the yield of the Series 2016 Note or be invested in tax-exempt obligations under Section 103(a) of the Code the interest on which is not an item of preference within the meaning of Section 57(a)(5) of the Code.

8. For purposes of this Certificate, "yield" means that yield which when used in computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of such obligation. The yield of obligations acquired with amounts described in Paragraph 7 hereof or subject to the rebate requirement described in Paragraph 11 hereof and the yield of the Series 2016 Note is calculated by the use of the same frequency interval of compounding interest. In the case of the Series 2016 Note, the purchase price is $5,500,000.00. The purchase price of the Series 2016 Note and the interest rate thereon were arrived at as a result of an arms length negotiation between the City and the Original Purchaser. The Original Purchaser has represented to the City that it is acquiring the Series 2016 Note for its own account and is not acting as a broker or other intermediary for the purpose of reselling the Series 2016 Note to other investors. Any investments acquired with amounts that may not be invested at an unrestricted yield pursuant to Paragraph 7 hereof or subject to the rebate requirement described in Paragraph 11 hereof shall be purchased at prevailing market prices and shall be limited to securities for which there is an established market or shall be U.S. Treasury Obligations - State and Local Government Series or shall be tax-exempt obligations under Section 103(a) of the Code the interest on which is not an item of tax preference within the meaning of Section 57(a)(5) of the Code. In accordance with such meaning of the term yield, the yield of the Series 2016 Note has been determined to be not less than 2.540404%.

9. No portion of the proceeds of the Series 2016 Note will be used as a substitute for other moneys of the City which were otherwise to be used to pay debt service on the Series 2011 Note and which have been or will be used to acquire directly or indirectly, obligations producing a yield in excess of the yield of the Series 2016 Note.

10. There are no other obligations of the City that (i) are being sold at substantially the same time as the Series 2016 Note (within 15 days); (ii) are being sold pursuant to a common plan of financing together with the Series 2016 Note; and (iii) will be paid out of substantially the same source of funds as the Series 2016 Note.

11. The City has covenanted in the Resolution that so long as the Series 2016 Note remains outstanding, the moneys on deposit in any fund or account maintained in connection with the Series 2016 Note, will not be used in any manner that would cause the Series 2016 Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or bonds not described

under Section 103(a) of the Code and the applicable regulations promulgated from time to time thereunder. Accordingly, the City shall comply with the guidelines and instructions in the Arbitrage Letter of Instructions from Bond Counsel, dated the date hereof, by which the City shall, among other things, pay or cause to be paid to the United States an amount equal to the sum of (i) the excess of the aggregate amount earned from the investment of "Gross Proceeds" of the Series 2016 Note from the date of issue over the amount that would have been earned if such amounts had been invested at a yield equal to the yield of the Series 2016 Note, plus (ii) the income or earnings attributable to the excess amount described in (i). See Exhibit A attached hereto.

12. Neither the City nor any person related to the City has entered or is expected to enter into any hedging transaction (such as an interest rate swap, cap or collar transaction) with respect to the Series 2016 Note.

13. The weighted average maturity of the Series 2016 Note does not exceed 120 percent of the reasonably expected remaining economic life of the assets refinanced with proceeds of the Series 2016 Note (within the meaning of Section 147(b) of the Code).

14. None of the proceeds of the Series 2016 Note will be used (directly or indirectly) to acquire any property which prior to its acquisition was used (or held for use) by a person other than a state or local governmental unit in connection with an output facility. For purposes of this Certificate, the term "output facility" means electric and gas generation, transmission, and related facilities.

15. No portion of the proceeds of the Series 2016 Note will be used (directly or indirectly) to make or finance a loan to any person.

16. The City will not take any action that would cause the Series 2016 Note to be a "private activity bond" within the meaning of Section 141 of the Code. The City will not permit any person other than a state or local governmental unit or a person as a member of the general public (a "Nonexempt Person") to use, through sale, lease, management contract, output contract or similar agreement, portions of the Refinanced Project which, in the aggregate, exceed 10 percent of the Refinanced Project (based upon the cost of such portions of the Refinanced Project). The percentage limitation described in the preceding sentence shall be reduced to 5 percent if the private use of the Refinanced Project is not related to any governmental use or is disproportionate to governmental use, all as described in Section 141(b)(3) of the Code.

17. The City acknowledges that in determining whether all or any portion of the Refinanced Project is used, directly or indirectly, in the trade or business of a Nonexempt Person for purposes of Paragraph 16 above, use of any portion of the Refinanced Project by a Nonexempt Person pursuant to a lease, management contract, service contract, output contract or other arrangement must be examined. The City represents that all management and service contracts with persons who are not employees of the City or another state or local governmental unit for

use of any portion of the Refinanced Project comply with the guidelines set forth in IRS Revenue Procedure 97-13. The City represents that all future management and service contracts that it may enter into with respect to the Refinanced Project will comply with the provisions of Revenue Procedure 97-13 or any subsequently promulgated revenue procedure or regulations of the Internal Revenue Service, unless the City receives an opinion from Bond Counsel that such contract will not adversely impact the exclusion of interest on the Series 2016 Note from gross income for purposes of federal income taxation. The City agrees to maintain copies of all leases, management contracts, service contracts, output contracts, and other preferential use arrangements with Nonexempt Persons with respect to the use of the Refinanced Project throughout the term of the Series 2016 Note and for a period of three years thereafter.

18. The City represents that the Refinanced Project has been owned and operated in a manner which complies with the requirements set forth in Paragraph 16 above from the placed in service dates of the various components of the Refinanced Project until the date of issuance of the Series 2016 Note. The City reasonably expects that the Refinanced Project will be owned and operated throughout the term of the Series 2016 Note in a manner which complies with the requirements set forth in Paragraph 16 above. The City will not change the ownership or use of all or any portion of the Refinanced Project (whether by sale, lease or other agreement) in a manner that fails to comply with Paragraph 16 above, unless it receives an opinion of Bond Counsel that such change of ownership or use will not adversely affect the exclusion of interest on the Series 2016 Note from gross income for federal income tax purposes.

19. The payment of the principal of and interest on the Series 2016 Note is not and will not be guaranteed directly or indirectly by the federal government within the meaning of Section 149(b) of the Code.

20. The City has designated the Series 2016 Note as a "qualified tax-exempt obligation" as provided in Section 265(b)(3)(B) of the Code pursuant to the Election Letter Regarding Cost of Carry on Bonds executed on the date hereof.

21. This Certificate is, in part, to serve as a guideline in implementing the requirements of Sections 141 to 150 of the Code. If regulations, rulings, announcements and notices validly promulgated under the Code contain requirements which differ from those outlined here which must be satisfied for the Series 2016 Note to be tax-exempt or in order to avoid the imposition of penalties under Section 148 of the Code, pursuant to the covenants contained in the Resolution, the City is obligated to take such steps as are necessary to comply with such requirements. If under those pronouncements, compliance with any of the requirements of this Certificate is not necessary to maintain the exclusion of interest on the Series 2016 Note from gross income and alternative minimum taxable income (except to the extent of certain adjustments applicable to corporations) or to avoid the imposition of penalties on the City under Section 148 of the Code, the City shall not be obligated to comply with that requirement. The City has been advised to seek the advice of competent counsel with a nationally recognized

expertise in matters affecting exclusion of interest on municipal bonds from gross income in fulfilling its obligations under the Code to take all steps as are necessary to maintain the tax-exempt status of the Series 2016 Note.

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22. To my knowledge, information and belief, the above expectations are reasonable.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of August, 2016.

CITY OF DUNNELLON, FLORIDA

By:_____

Jan Smith, Finance Officer

EXHIBIT A

August 12, 2016

Mayor and City Council
City of Dunnellon, Florida

Re: $5,500,000 City of Dunnellon, Florida
Water and Sewer Refunding Revenue Note, Series 2016

Ladies and Gentlemen:

This letter instructs you as to certain requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to issuance by the City of Dunnellon, Florida (the "City") of its Water and Sewer Refunding Revenue Note, Series 2016 (the "Series 2016 Note"). Capitalized terms used in this letter, not otherwise defined herein, shall have the same meanings as set forth in the City's Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986, As Amended (the "Tax Certificate") executed on the date hereof.

This letter is intended to provide you with general guidance regarding compliance with Section 148(f) of the Code. Because the requirements of the Code are subject to amplification and clarification, you should seek supplements to this letter from time to time to reflect any additional or different requirements of the Code. In particular, you should be aware that regulations implementing the rebate requirements of Section 148(f) (the "Regulations") have been issued by the United States Treasury Department. These regulations will, by necessity, be subject to continuing interpretation and clarification through future rulings or other announcements of the United States Treasury Department. You should seek further advice of Bond Counsel as to the effect of any such future interpretations before the computation and payment of any arbitrage rebate.

For the purposes of this Letter, (i) any instructions relating to a fund or account shall be deemed to apply only to the portion of such fund or account allocable to the Series 2016 Note and (ii) any reference to "the date hereof" shall be deemed to mean August 12, 2016.

Section 1. Tax Covenants. Pursuant to the Resolution (as defined in the Tax Certificate), the City has made certain covenants designed to assure that interest with respect to the Series 2016 Note is and shall remain excluded from gross income for federal income tax purposes. The City has agreed, and by acknowledgement of this Letter does hereby covenant, that it will not directly or indirectly use or permit the use of any proceeds of the Series 2016 Note or any other funds or take or omit to take any action that would cause the Series 2016 Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and that would cause interest on the Series

2016 Note to be included in gross income for federal income tax purposes under the provisions of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2016 Note. In particular, the City agrees to cause the proceeds of the Series 2016 Note and certain other amounts described in Paragraph 7 of the Tax Certificate to be invested in a manner that is consistent with the expectations set forth in such Certificate. In the event that at any time the City is of the opinion that for purposes of this Section 1 it is necessary to restrict or to limit the yield on the investment of any moneys held by the City, the City shall take such action as may be necessary to limit the yield on such investment of moneys.

Section 2. Definitions. Unless the context otherwise requires, in addition to the use of the terms defined in the Tax Certificate, the following capitalized terms have the following meanings:

"Bond Counsel" shall mean Bryant Miller Olive P.A., or other nationally recognized Bond Counsel.

"Bond Year" shall mean the one year period that ends at the close of business on the day in the calendar year that is selected by the City. The first and last Bond Years may be less than one year.

"Bond Yield" shall mean that discount rate that, when used in computing the present value on the Delivery Date of all unconditionally payable payments of principal, interest, and redemption price payments paid and to be paid on the Series 2016 Note, produces an amount equal to the present value on the Delivery Date, using the same discount rate, of the aggregate Issue Price of the Series 2016 Note. Yield is computed under the Economic Accrual Method using any consistently applied compounding interval of not more than one year. Shorter first and last compounding intervals may be used. Other reasonable, standard financial conventions, such as the 30 days per month/360 days per year convention, may be used in computing yield but must be consistently applied. The yield on the Series 2016 Note, computed in this manner, is 2.540404%.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

"Computation Credit Amount" means the amount specified in Section 1.148-3(d)(1)(iv) of the Regulations.

"Computation Credit Date" means the last day of each Bond Year during which there are amounts allocated to Gross Proceeds of the Series 2016 Note that are subject to the rebate requirement of Section 148(f) of the Code, and the Final Computation Date.

"Computation Date" shall mean any date selected by the City as a computation date pursuant to Section 1.148-3(e) of the Regulations, and the Final Computation Date.

"Delivery Date" shall mean August 12, 2016.

"Economic Accrual Method" shall mean the method of computing yield that is based on the compounding of interest at the end of each compounding period (also known as the constant interest method or the actuarial method).

"Final Computation Date" shall mean the date that the Series 2016 Note is discharged.

"Gross Proceeds" shall mean with respect to the Series 2016 Note, any proceeds of the Series 2016 Note and any funds (other than the proceeds of the Series 2016 Note) that are a part of a reserve or replacement fund for the issue, which amounts include amounts which are (A) actually or constructively received by the City from the sale of the Series 2016 Note; (B) treated as transferred proceeds (as defined in Section 1.148-9(b) of the Regulations); (C) treated as Replacement Proceeds under Section 1.148-1(c) of the Regulations; (D) invested in a reasonably required reserve or replacement fund (as defined in Section 1.148-2(f) of the Regulations); (E) pledged by the City as security for payment of debt service on the Series 2016 Note; (F) received with respect to obligations acquired with proceeds of the Series 2016 Note; (G) used to pay debt service on the Series 2016 Note; and (H) otherwise received as a result of investing any proceeds of the Series 2016 Note. The determination of whether an amount is included within this definition shall be made without regard to whether the amount is credited to any fund or account established under the Resolution or (except in the case of an amount described in (E) above) whether the amount is subject to the pledge of such instrument.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, and also includes any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Installment Payment Date" shall mean a Computation Date that is not later than five years after the Delivery Date and subsequent Computation Dates which occur no later than five years after the immediately preceding Installment Payment Date.

"Investment Property" shall mean any security or obligation, any annuity contract or other investment-type property within the meaning of Section 148(b)(2) of the Code. The term Investment Property shall not include any obligation the interest on which is excluded from gross income (other than a Specified Private Activity Bond within the meaning of Section 57(a)(5)(C) of the Code) and shall not include an obligation that is a one-day certificate of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series Program described in 31 CFR, part 344.

"Issue Price" shall mean, with respect to the Series 2016 Note, $5,500,000.

"Issue Yield" shall mean the Bond Yield unless the Series 2016 Note is described in Section 1.148-4(b)(3) or (4) of the Regulations, in which case, the Issue Yield shall be the Bond Yield as recomputed in accordance with such provisions of the Regulations.

"Nonpurpose Investment" shall mean any Investment Property in which Gross Proceeds are invested, other than any Purpose Investment as defined in Section 1.148-1(b) of the Regulations. For purposes of this Letter, Investment Property acquired with revenues deposited in the Revenue Fund and the Sinking Fund to be used to pay debt service on the Series 2016 Note within 13 months of the date of deposit therein shall be disregarded.

"Nonpurpose Payment" shall, with respect to a Nonpurpose Investment allocated to the Series 2016 Note, include the following: (1) the amount actually or constructively paid to acquire the Nonpurpose Investment; (2) the Value of an investment not acquired with Gross Proceeds on the date such investment is allocated to the Series 2016 Note, and (3) any yield reduction payment to the United States Government made pursuant to Section 1.148-5(c) of the Regulations. In addition, the Computation Credit Amount shall be treated as a Nonpurpose Payment with respect to the Series 2016 Note on each Computation Credit Date.

"Nonpurpose Receipt" shall mean any receipt or payment with respect to a Nonpurpose Investment allocated to the Series 2016 Note. For this purpose the term "receipt" means any amount actually or constructively received with respect to the investment. In the event a Nonpurpose Investment ceases to be allocated to the Series 2016 Note other than by reason of a sale or retirement, such Nonpurpose Investment shall be treated as if sold on the date of such cessation for its Value. In addition, the Value of each Nonpurpose Investment at the close of business on each Computation Date shall be taken into account as a Nonpurpose Receipt as of such date, and each refund of Rebatable Arbitrage pursuant to Section 1.148-3(i) of the Regulations shall be treated as a Nonpurpose Receipt.

"Rebatable Arbitrage" shall mean as of any Computation Date the excess of the future value of all Nonpurpose Receipts with respect to the Series 2016 Note over the future value of all Nonpurpose Payments with respect to the Series 2016 Note. The future value of a Nonpurpose Payment or a Nonpurpose Receipt as of any Computation Date is determined using the Economic Accrual Method and equals the value of that payment or receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Issue Yield, using the same compounding interval and financial conventions used in computing that yield.

"Retirement Price" shall mean, with respect to a Series 2016 Note, the amount paid in connection with the retirement or redemption of the Series 2016 Note.

"Value" means value as determined under Section 1.148-5(d) of the Regulations for investments.

Section 3. Rebate Requirement.

(a) There shall be established a fund separate from any other fund established and maintained under the Resolution designated the Rebate Fund (the "Rebate Fund"). The City shall administer or cause to be administered the Rebate Fund and invest any amounts held therein in Nonpurpose Investments. Moneys shall not be transferred from the Rebate Fund except as provided in this Section 3.

(b) Unless the Spending Exception to Rebate described in Appendix I to this letter is applicable to all or a portion of the Gross Proceeds of the Series 2016 Note, the City specifically covenants that it will pay or cause to be paid to the United States Government the following amounts:

(1) No later than 60 days after each Installment Payment Date, an amount which, when added to the future value of all previous rebate payments made with respect to the Series 2016 Note, equals at least 90 percent of the Rebatable Arbitrage calculated as of each such Installment Payment Date; and

(2) No later than 60 days after the Final Computation Date, an amount which, when added to the future value of all previous rebate payments made with respect to the Series 2016 Note, equals 100 percent of the Rebatable Arbitrage as of the Final Computation Date.

(c) Any payment of Rebatable Arbitrage made within the 60-day period described in Section 3(b)(1) and (2) above may be treated as paid on the Installment Payment Date or Final computation date to which it relates.

(d) On or before 55 days following each Installment Payment Date and the Final Computation Date, the City shall determine the amount of Rebatable Arbitrage to be paid to the United States Government as required by Section 3(b) of this Letter. Upon making this determination, the City shall take the following actions:

(1) If the amount of Rebatable Arbitrage is calculated to be positive, deposit the required amount of Rebatable Arbitrage to the Rebate Fund;

(2) If the amount of Rebatable Arbitrage is calculated to be negative and money is being held in the Rebate Fund, transfer from the Rebate Fund the amount on deposit in such fund; and

(3) On or before 60 days following the Installment Payment Date or Final Computation Date, pay the amount described in Section 3(b) of this Letter to the United States Government at the Internal Revenue Service Center, Ogden,

Utah 84201. Payment shall be accompanied by Form 8038-T. A rebate payment is paid when it is filed with the Internal Revenue Service at the above location.

(e) The City shall keep proper books of records and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the money related to the Series 2016 Note, including money derived from, pledged to, or to be used to make payments on the Series 2016 Note. Such records shall specify the account or fund to which each investment (or portion thereof) held by the City is to be allocated and shall set forth, in the case of each investment security, (a) its purchase price; (b) nominal rate of interest; (c) the amount of accrued interest purchased (included in the purchase price); (d) the par or face amount; (e) maturity date; (f) the amount of original issue discount or premium (if any); (g) the type of Investment Property; (h) the frequency of periodic payments; (i) the period of compounding; (j) the yield to maturity; (k) date of disposition; (l) amount realized on disposition (including accrued interest); and (m) market price data sufficient to establish the fair market value of any Nonpurpose investment as of any Computation Date, and as of the date such Nonpurpose Investment becomes allocable to, or ceases to be allocable to, Gross Proceeds of the Series 2016 Note.

Section 4. Prohibited Investments and Dispositions.

(a) No Investment Property shall be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment Property. No Investment Property shall be sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment Property.

(b) For purposes of subsection 4(a), the fair market value of any Investment Property for which there is an established market shall be determined as provided in subsection 4(c). Except as otherwise provided in subsections 4(e) and (f), any market especially established to provide Investment Property to an issuer of governmental obligations shall not be treated as an established market.

(c) The fair market value of any Investment Property for which there is an established market is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair market value is generally determined on the date on which a contract to purchase or sell the Investment Property becomes binding (i.e., the trade date rather than the settlement date). If a United States Treasury obligation is acquired directly from or disposed of directly to the United States Treasury, such acquisition or disposition shall be treated as establishing a market for the obligation and as establishing the fair market value of the obligation.

(d) Except to the extent provided in subsections (e) and (f), any Investment Property for which there is not an established market shall be rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(e) In the case of a certificate of deposit that has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, the purchase price of such a certificate of deposit is treated as its fair market value on its purchase date if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(f) The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if the City complies with the competitive bidding procedures and other requirements set forth in Section 1.148-5(d)(6)(iii) of the Regulations.

Section 5. Accounting for Gross Proceeds. In order to perform the calculations required by the Code and the Regulations, it is necessary to track the investment and expenditure of all Gross Proceeds. To that end, the City must adopt a reasonable and consistently applied method of accounting for all Gross Proceeds.

Section 6. Administrative Costs of Investments.

(a) Except as otherwise provided in this Section, an allocation of Gross Proceeds of the Series 2016 Note to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

(b) In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody, and similar costs. General overhead costs and similar indirect costs of the City such as employee salaries and office expenses and costs associated with computing Rebatable Arbitrage are not Qualified Administrative Costs

(c) Qualified Administrative Costs include all reasonable administrative costs, without regard to the limitation on indirect costs stated in subsection (b) above, incurred by:

(i) A publicly offered regulated investment company (as defined in Section 67(c)(2)(B) of the Code); and

(ii) A commingled fund in which the City and any related parties do not own more than 10 percent of the beneficial interest in the fund.

(d) For a Guaranteed Investment Contract, a broker's commission paid on behalf of either the City or the provider is not a Qualified Administrative Cost to the extent that the commission exceeds the safe harbor amount set forth in Section 1.148-5(e)(2)(iii)(B) of the Regulations.

Section 7. Records; Bond Counsel Opinion.

(a) The City shall retain all records with respect to the calculations and instructions required by this Letter for at least three years after the date on which the last of the principal of and interest on the Series 2016 Note has been paid, whether upon maturity, redemption or acceleration thereof.

(b) Notwithstanding any provisions of this Letter, if the City shall be provided an opinion of Bond Counsel that any specified action required under this Letter is no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of interest with respect to the Series 2016 Note, the City may conclusively rely on such opinion in complying with the requirements of this Letter.

[Remainder of page intentionally left blank]

Section 8. Survival of Defeasance. Notwithstanding anything in this Letter to the contrary, the obligation of the City to remit the Rebate Requirement to the United States Department of the Treasury and to comply with all other requirements contained in this Letter shall survive the defeasance or payment of the Series 2016 Note.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

Received and acknowledged:

CITY OF DUNNELLON, FLORIDA

By:_____
Name: Jan Smith
Title: Finance Officer

Dated: August 12, 2016

Appendix I

Spending Exception to Rebate

(a) Generally. All, or certain discrete portions, of an issue are treated as meeting the Rebate Requirement of Section 148(f) of the Code if the spending exception set forth in this Appendix is satisfied. Use of the spending exception is not mandatory. An issuer may apply the Rebate Requirement to an issue that otherwise satisfies the spending exception.

(b) Six-Month Exception. An issue is treated as meeting the Rebate Requirement under this exception if (i) the gross proceeds of the issue are allocated to expenditures for the governmental purposes of the issue within the six-month period beginning on the issue date (the "six-month spending period") and (ii) the Rebate Requirement is met for amounts not required to be spent within the six-month spending period (excluding earnings on a bona fide debt service fund). For purposes of the six-month exception, "gross proceeds" means Gross Proceeds other than amounts (i) in a bona fide debt service fund, (ii) in a reasonably required reserve or replacement fund, (iii) that, as of the issue date, are not reasonably expected to be Gross Proceeds but that become Gross Proceeds after the end of the six-month spending period, (iv) that represent Sale Proceeds or Investment Proceeds derived from payments under any Purpose Investment of the issue and (v) that represent repayments of grants (as defined in Treasury Regulation Section 1.148-6(d)(4)) financed by the issue.

(c) Expenditures for Governmental Purposes of the Issue. For purposes of the spending exception, expenditures for the governmental purposes of an issue include payments for interest, but not principal, on the issue and for principal or interest on another issue of obligations.

Meeting Date: Aug 8, 2016

From (Dept.): Utilities

Signature: for Digitally signed by Julio Granados Date: 2016.08.05 16:46:24 -04'00'

Department Director

Approved for Agenda:

City Manager

Official Use Only

Reviewed by City Attorney:

Council Action:

Date:

Subject: Purchase of crane truck for utilities Dept.

Request for Approval:

Summary Explanation and Background:

Utilities has an urgent and ongoing need for a mobile crane for elevating lift station pumps and other heavy lifting at the water, wastewater treatment plants, and lift stations. The current crane truck (V-301) is a 1996 F-450 no longer reliable for these lifting duties. This truck is budgeted for FY 2016. Former mechanic John Lakatis went to New Smyrna Beach where he inspected, drove and operated the truck stating it is a good purchase for the price asked (statement attached). $500.00 refundable deposit wired to Rick's Auto Marketing Center South on 08/05/2016.

Fiscal Information:

10535 - 60640 | Project No. (If applicable) | 00533 - 60640 | -

Amount: $30,249.00

Procurement Method: 3 quotes (3 trucks)

Purchase Requisition Number:

Recommended Action: Approval by City Council meeting 08/08/2016.

Initiated by: RG / jg

CITY OF DUNNELLON
PRICE QUOTE FORM

ITEM / DESCRIPTION: Purchase 2006 Ford Super Duty F-450 DRW Crane

	VENDOR	AMOUNT
1.	**Rick's Auto Marketing Center South ($29,550.00 plus $400.00 license fees and $299.00 dealer fee; V-)**	**$30,249.00**
2.	www.Commercialtrucktrader.com 2005 F450 (plus fees not included)	$32,850.00
3.	www.Commercialtrucktrader.com 2008 F450 (plus fees not included)	$34,950.00
4.		
5.		

Anthony Santacross
Name of employee obtaining quotes

for Digitally signed by Julio Granados
Date: 2016.08.05 16:46:14 -04'00'
Signature of employee obtaining quotes

Aug 5, 2016
Date

ATTACH SUPPORT DOCUMENTATION IF AVAILABLE

Revision: Feb 3, 2015

Went to New Smyrna Beach to Check 2006 Ford F450 with Service body and Crane. Truck ran good. Was running when we arrived. Has oil leak from Right rear Valve Cover which they agreed to repair. Crane worked good. Truck seems to be worth the asking price.

John Lokatis

Year: 2002**Year:** 2006**Year:** 2005**Price:** $27,900**Price:** $29,550
Price: $32,850**Make:** FORD**Make:** FORD**Make:** FORD**Model:** F450
Model: F450**Model:** F450**Class:** CLASS 4 (GVW 14001 - 16000)**Class:**
CLASS 4 (GVW 14001 - 16000)**Class:** CLASS 4 (GVW 14001 - 16000)**Condition:** Used**Condition:** Used
Condition: Used**Mileage:** 70375**Mileage:** 156299**Mileage:** 90548**Interior Color:** **Interior Color:**
Grey**Interior Color:** Gray**Exterior Color:** **Exterior Color:** White**Exterior Color:** White**DriveTrain:** 4x2**DriveTrain:**
DriveTrain: **Rear Axle:** **Rear Axle:** **Rear Axle:** 12000 GAWR**Suspension:** Spring**Suspension:**
Suspension: Spring**Engine Cylinders:** 7.3L Power Stroke**Engine Cylinders:** **Engine Cylinders:** **Engine Manufacturer:** Ford **Engine Manufacturer:**
Power Stroke**Engine Manufacturer:** International**Engine Model:** 7.3L Power Stroke**Engine Model:** **Engine Model:** 6.0L V8 Diesel
Fuel Type: Diesel**Fuel Type:** Diesel**Fuel Type:** Diesel**Transmission Speed:**
Transmission Speed: **Transmission Speed:** 5**Brake Type:** **Brake Type:** Hydraulic**Brake Type:** **Fuel Tank Size:**
Fuel Tank Size: **Fuel Tank Size:** 40 Gallons**Number Of Rear Axles:** Single**Number Of Rear Axles:**
Number Of Rear 1**Wheel Base:** **Wheel Base:** 140.8 inches**Wheel Base:** **Front Axle:** **Front Axle:**

Axles: **Front Axle:** 6000 GAWR**Max Torque:** **Max Torque:** 560LB-FT**Max Torque:** **Front Tire Size:**
225/70R19.5**Front Tire Size:** **Front Tire Size:** **Engine Size:** 7.3L**Engine Size:** 6.0L**Engine Size:** 6.0L

BUYERS ORDER

ORDER #	DATE	STOCK #
	August 05, 2016	A33199

Ricks Auto Marketing Center South
1207 N Dixie Fwy.
New Smyrna Beach FL 32168
Phone: 386-423-4282 Fax: 386-410-4837
BEST DEAL WITHIN 500 MILES

Description	Amount
Selling Price	29,550.00
Fees and Taxes	
Taxes	n.a.
License Fees	400.00
Title Fees	n.a.
Registration Fees	n.a.
GAP	n.a.
VSI	n.a.
DEALER FEE	299.00
Total Fees and Taxes	699.00
Total Cash Price	30,249.00
Other Charges	
Service Contract/Extended Warranty	n.a.
n.a. Months n.a. Miles	
Total Other Charges	n.a.
Total Price	30,249.00
Settlement	
Deposit Amount	n.a.
Cash On Delivery	n.a.
Rebate(s)	n.a.
Note Due	n.a.
Total Trade Allowance	n.a.
Total Trade Payoff	n.a.
Net Trade Amount	n.a.
Total Cash Down	n.a.
Total Balance Due	30,249.00

PURCHASER'S NAME & ADDRESS

Home Phone	Work Phone	E-Mail Address

New/Used	Year	Make	Model
USED	2006	FORD	F-450 SD

Vehicle Identification Number
1FDXF46P36EA33199

Car/Truck	Color	Mileage	Key Numbers
TRUCK	WHI	156,299	/

Dealership Personnel

Sales Person #1	Kathleen Yow
Sales Person #2	
Business Mgr.	

Lien Holder Information

Ins. Co.	
Policy #	Exp. Date
Agent	Phone #

Purchaser(s) hereby acknowledges the receipt of a copy of this Buyers Order and has had a chance to review it prior to signing, and agrees to the terms and conditions.

(Seller) (Date) 08/05/2016

(Purchaser) (Date) 08/05/2016

(Co-Purchaser) (Date)

NO LIABILITY INSURANCE INCLUDED

Used Vehicle(s) Traded

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #

Allowance	Payoff	Payoff To
n.a.	n.a.	

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #

Allowance	Payoff	Payoff To
n.a.	n.a.	

ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed that the order on the first page hereof is subject to the following terms and conditions.

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefore, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the first page of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions in paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal or Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds for such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.

6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts hereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

7. Dealer shall not be liable for failure to delivery or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

8. The price for the motor vehicle specified on the first page of this Order includes reimbursement for Federal Excise Taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

9. If a charge for Credit Insurance is included in this Order the provisions as to Credit Insurance in any retail installment contract form subsequently executed between the parties hereto in conjunction with this Order shall be fully effective. If such insurance is unavailable or partly unavailable under the designated policy, the applicable portion of the charge for Credit Insurance specified herein, and the finance charge thereon, may be deducted from the Total of Payments and credited to the Purchaser. If such insurance does not become effective, notice thereof will be sent to the Purchaser by the Dealer and this Order and any retail installment contract executed in conjunction therewith shall otherwise remain fully effective.

10. **FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

    USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS – NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the first page of this Order.

13. **CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY:**
    THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

14. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this Order.

Buyer's Initials _____ Co-Buyer's Initials _____

CARFAX® Vehicle History Report™

An independent company established in 1986

US $39.99

Vehicle Information:
2006 FORD F450 SUPER DUTY
VIN: 1FDXF46P36EA33199
CHASSIS AND CAB
6.0L V8 DIR
REAR WHEEL DRIVE

- No accident / damage reported to CARFAX
- CARFAX 1-Owner vehicle
- **14** Service history records
- Commercial vehicle
- Last owned in North Carolina
- **156,299** Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 8/5/16 at 12:19:38 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

CARFAX Ownership History

The number of owners is estimated

	Owner 1
Year purchased	2007
Type of owner	Commercial
Estimated length of ownership	9 years
Owned in the following states/provinces	North Carolina
Estimated miles driven per year	17,148/yr
Last reported odometer reading	156,299

CARFAX 1 OWNER

CARFAX Title History

CARFAX guarantees the information in this section

	Owner 1
Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon	**Guaranteed** No Problem
Not Actual Mileage | Exceeds Mechanical Limits	**Guaranteed** No Problem

BUYBACK CARFAX GUARANTEE

GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. **View Certificate**

CARFAX Additional History

Not all accidents / issues are reported to CARFAX

Owner 1

Total Loss No total loss reported to CARFAX.	No Issues Reported
Structural Damage No structural damage reported to CARFAX.	No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	No Issues Reported
Odometer Check No indication of an odometer rollback.	No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	No Issues Reported
Manufacturer Recall A current list of recalls is available at Ford Motor Company.	No Recalls Reported
Basic Warranty No data reported to CARFAX.	No Data Reported

Tell us what you know about this vehicle

CARFAX Detailed History

Glossary

Owner 1

Purchased:	2007
Type:	Commercial
Where:	North Carolina
Est. miles/year:	17,148/yr
Est. length owned:	4/6/07 - 5/2/16 (9 years)

Date:	Mileage:	Source:	Comments:
06/15/2005		NICB	Vehicle manufactured and shipped to original dealer
06/20/2005	6	Young Ford Charlotte, NC 704-598-2599 youngford.com	Washed/detailed
06/22/2005		Capital Ford of Charlotte Charlotte, NC 704-598-2599 capitalfordcharlotte.com	Washed/detailed
02/20/2006	4,715	Keith Hawthorne Ford Belmont, NC 704-825-5186 keithhawthorneford.com	Vehicle serviced
04/06/2007		North Carolina Motor Vehicle Dept. Charlotte, NC Title #776525052137144	Registration issued or renewed First owner reported Titled or registered as commercial vehicle Passed safety inspection
11/12/2007	36,929	Young Ford Charlotte, NC 704-598-2599 youngford.com	Drivability/performance checked
11/15/2007		Capital Ford of Charlotte Charlotte, NC 704-598-2599 capitalfordcharlotte.com	Drivability/performance checked
05/08/2008		North Carolina Motor Vehicle Dept. Itasca, IL	Registration issued or renewed Titled or registered as commercial vehicle Passed safety inspection

		Title #776525052137144	
05/20/2008	43,046	Young Ford Charlotte, NC 704-598-2599 youngford.com	Vehicle serviced
05/23/2008		Capital Ford of Charlotte Charlotte, NC 704-598-2599 capitalfordcharlotte.com	Vehicle serviced
05/29/2008		North Carolina Motor Vehicle Dept. Itasca, IL	Registration updated when owner moved the vehicle to a new location
04/09/2009		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renewed Titled or registered as commercial vehicle Passed safety inspection
03/24/2010	69,468	Young Ford Charlotte, NC 704-598-2599 youngford.com	Maintenance inspection completed Drivability/performance checked
05/27/2010		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renewed Titled or registered as commercial vehicle Passed safety inspection
10/21/2010	79,281	Capital Ford of Charlotte Charlotte, NC 704-598-2599 capitalfordcharlotte.com	Maintenance inspection completed Battery/charging system checked Brakes checked Drivability/performance checked Tire condition and pressure checked
01/19/2011	81,746	Young Ford Charlotte, NC 704-598-2599 youngford.com	Maintenance inspection completed Battery/charging system checked Brakes checked Drivability/performance checked Tire condition and pressure checked
01/21/2011		Capital Ford of Charlotte Charlotte, NC 704-598-2599 capitalfordcharlotte.com	Maintenance inspection completed Battery/charging system checked Brakes checked Drivability/performance checked Tire condition and pressure checked
04/07/2011		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renewed Titled or registered as commercial vehicle
04/13/2012		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renewed Titled or registered as commercial vehicle
05/15/2013		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renewed Titled or registered as commercial vehicle
06/06/2013	115,997	Capital Ford of Charlotte	Maintenance inspection completed A/C and heating system checked

		Charlotte, NC 704-598-2599 capitalfordcharlotte .com	Antifreeze/coolant flushed/changed Battery/charging system checked Brakes checked Cooling system checked Fuel filter replaced Oil and filter changed Tire condition and pressure checked
06/27/2013	116,310	Capital Ford of Charlotte Charlotte, NC 704-598-2599 capitalfordcharlotte .com	Maintenance inspection completed Battery/charging system checked Brakes checked Tire condition and pressure checked
09/03/2013	119,334	Keith Haw thorne Ford of Belmont Belmont, NC 704-825-5186 keithhaw thorneford.c om	Drivability/performance checked
06/10/2014		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renew ed Titled or registered as commercial vehicle
04/24/2015		North Carolina Motor Vehicle Dept. Itasca, IL Title #776525052137144	Registration issued or renew ed Titled or registered as commercial vehicle
05/02/2016	155,697	Auto Auction Southeast Region	Vehicle sold at auction
05/20/2016	156,299	Dealer Inventory	Vehicle offered for sale
08/05/2016		myCARFAX	Manufacturer Recommended Maintenance Schedules

Millions of used vehicles are bought and sold at auction every year.

Get this vehicle's maintenance schedule, service history and recall alerts at myCARFAX.com.

Print this CARFAX Report and take it to your pre-purchase inspection

Tell us w hat you know about this vehicle

Have Questions? Please visit our Help Center at w w w.carfax.com.

CARFAX Glossary

View Full Glossary

Commercial
Vehicle w as registered for business purposes.

First Owner
When the first ow ner(s) obtains a title from a Department of Motor Vehicles as proof of ow nership.

Ford or Lincoln Mercury Recall

The Ford Motor Company provides Carfax with Field Service Action and recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

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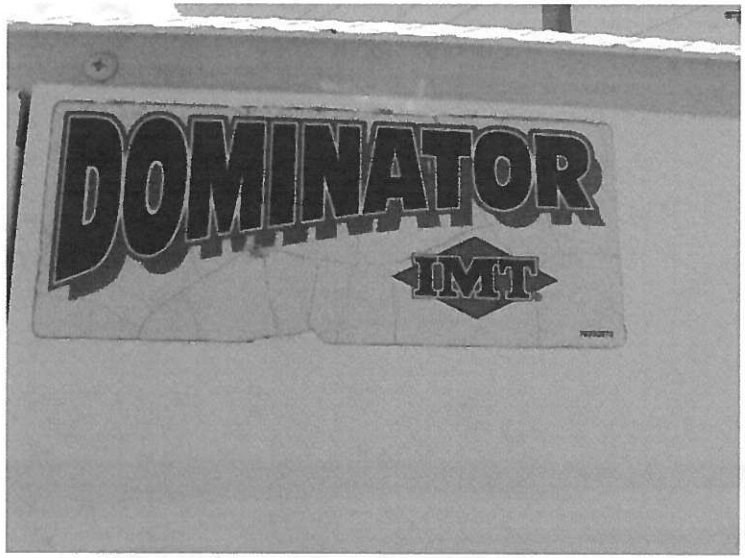
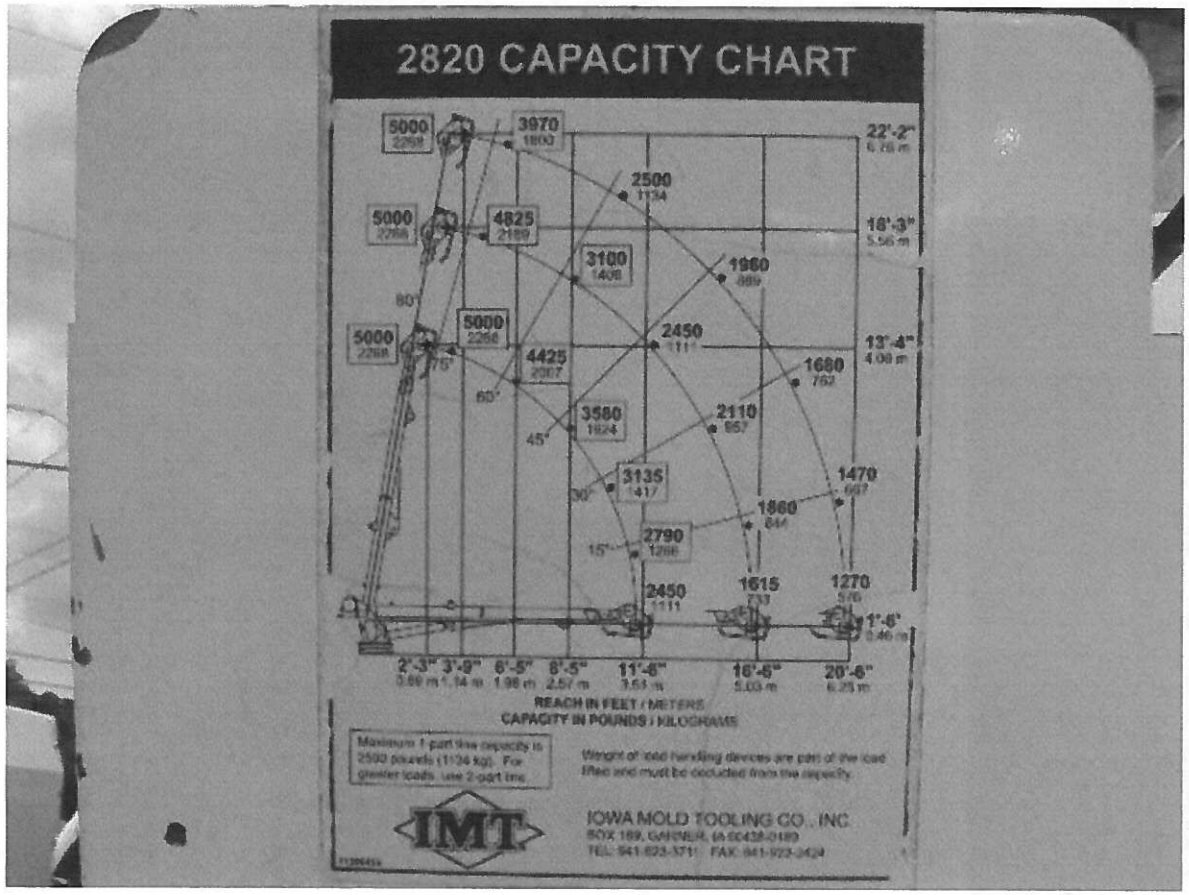
Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.
8/5/16 12:19:38 PM (EDT)


DOMINATOR
IMT


2820 CAPACITY CHART
5000
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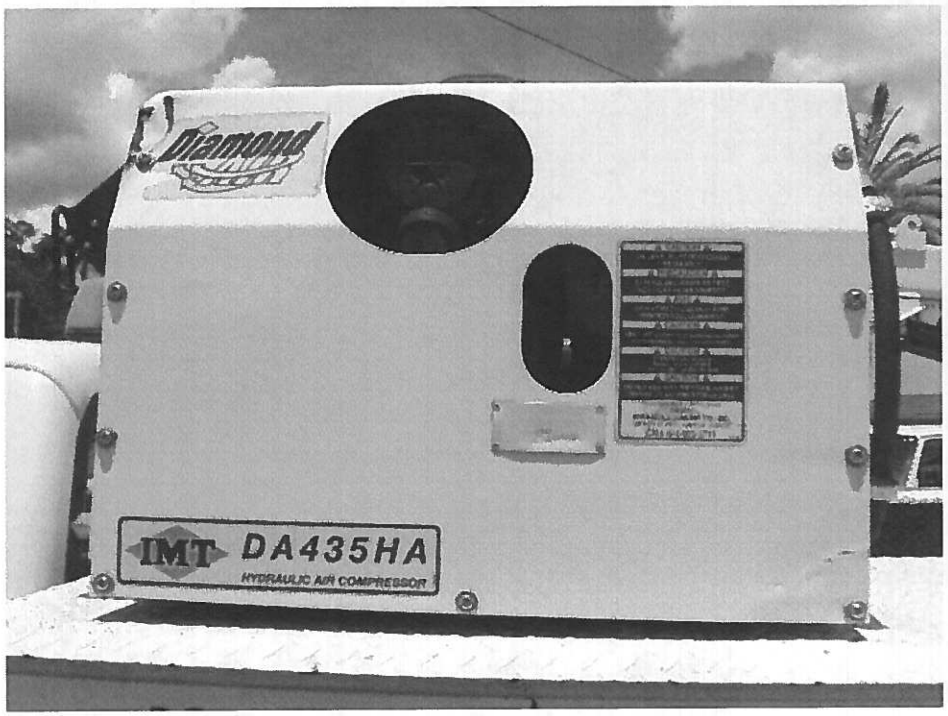
1270
22'-2"
18'-3"
13'-4"
1'-6"
80°
75°
60°
45°
30°
15°
2'-3"
3'-9"
6'-5"
8'-5"
11'-6"
16'-6"
20'-6"
REACH IN FEET / METERS
CAPACITY IN POUNDS / KILOGRAMS
Maximum 1-part line capacity is 2500 pounds (1134 kg). For greater loads, use 2-part line.
Weight of load handling devices are part of the load lifted and must be included from the capacity.
IMT
IOWA MOLD TOOLING CO., INC.


Diamond
IMT
DA435HA
HYDRAULIC AIR COMPRESSOR

CAUTION
CAUTION
CAUTION

CL jacksonville, FL >
for sale >
cars & trucks - by dealer

386-423-4282

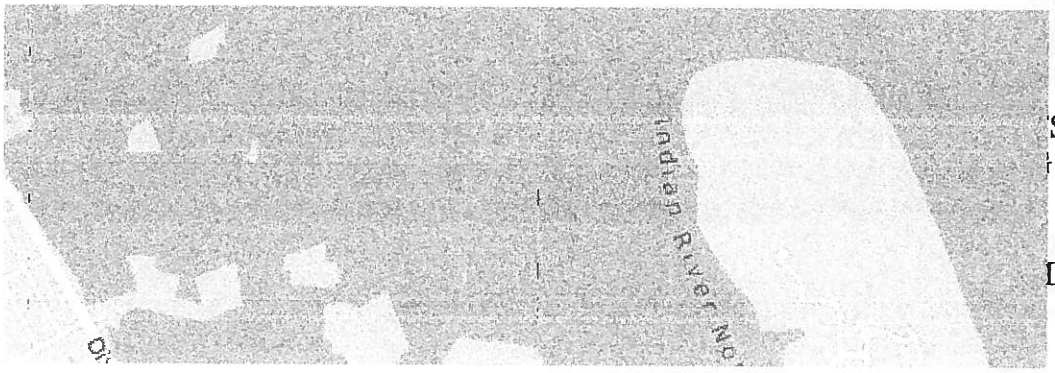
Rick's Auto Marketing Center South
1207 N. DIXIE FREEWAY
NEW SMYRNA BEACH, FL 32168

Posted 25 days ago

2006 Ford Super Duty F-450 DRW FORD F450 CRANE UTILITY TRUCK - $29550 (New Smyrna Beach, FL)

image 1 of 24

WWW.RAMCSOUTH.COM
386-423-4282



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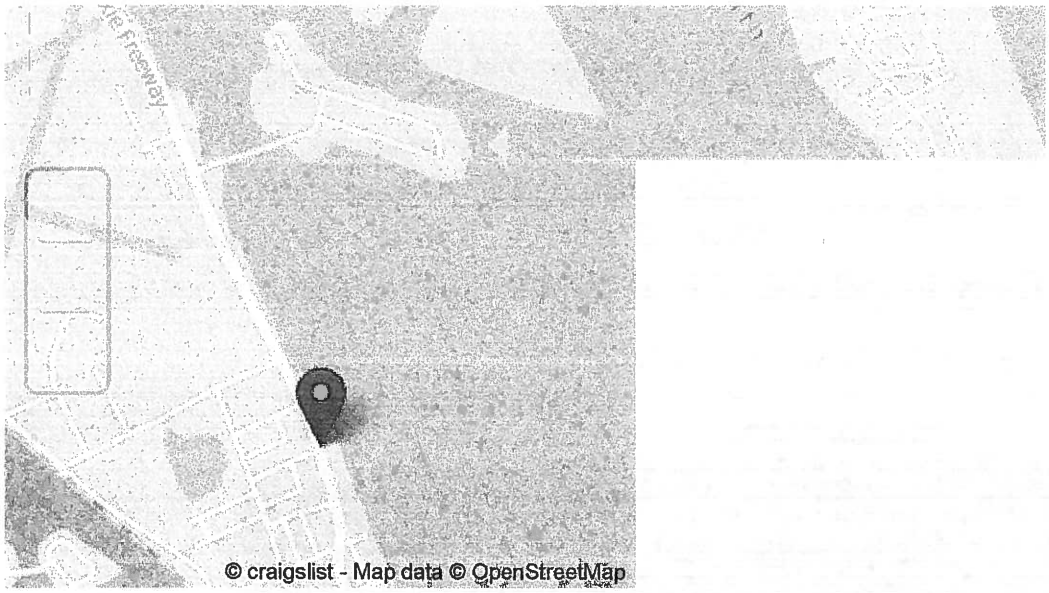


1207 N. Dixie Freeway

2006 Ford F-450

VIN: **1FDXF46P36EA33199**

condition: **good**

cylinders: **8 cylinders**

fuel: **diesel**

odometer: **156299**

paint color: **white**

size: **full-size**

title status: **clean**

transmission: **automatic**

type: **truck**

more ads by this user

CL daytona beach >
for sale >
cars & trucks - by dealer

Posted 10 days ago

2006 Ford F-450 SD XL RegCab 2WD DRW CabChassis Commercial Crane Truck - $29550 (New Smyrna Beach, FL)

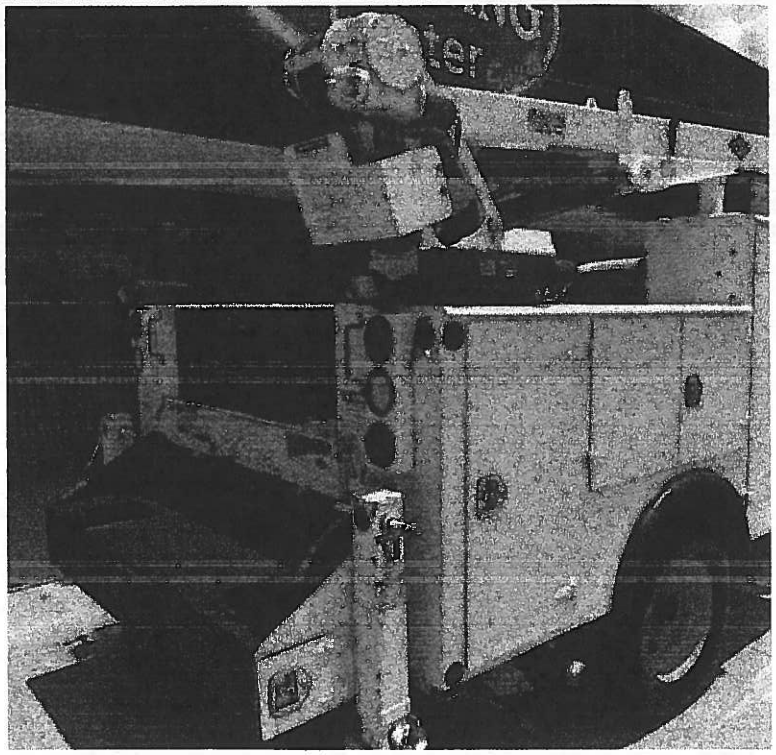
image 1 of 24

PLEASE VISIT www.ramcsouth.com TO VIEW OUR ENTIRE LINE OF COMMERCIAL AND/OR WORK UTILITY VEHICLES.

As a consumer, you can be assured that the automobile you are purchasing has been mechanically maintained under a fleet service maintenance program since new. The maintenance program, which is similar to the preventative maintenance guidelines as suggested by the manufacturer, requires that all automobiles be timely inspected and undergo routine oil-changes and tune-ups. Furthermore, most of the off-lease automobiles offered for sale have only been assigned to and driven by one driver/owner before arriving on our lot.

Many Features Include:
Air Conditioning
Cruise Control
Tilt Steering Wheel
Tinted Windows
12v Power Outlet
Power Steering
Anti-Lock Brakes
Driver's Air Bag
Intermittent Wipers
Passenger Air Bag
Clock

Auto
MARKETING
Center



Julio Granados

From: Dawn Bowne
Sent: Friday, August 05, 2016 12:02 PM
To: Jan Smith
Cc: Richard Grabbe; Julio Granados
Subject: Re: CRANE TRUCK-Please respond asap

Follow Up Flag: Follow up
Flag Status: Flagged

If refundable and you I've that in writing and Richard has approved specifications. Yes, can approve on agenda Monday. Please create purchase
Request and cover letter with all purchase info/purchase contract and with explaination and have Loretta put under city manager report..make sure we get something from mechanic in writing even if we have to pay him for his time. Make sure you have car fax history.

Attorney said can purchase under sold source but need some documentation that we have looked out there and don't find anything comparable. We can just print off some of the searches they have done online. I sent Richard one of them.

Ask Richard if he minds attending the meeting Monday in case they have questions where he can help defend the purchase. Then have Loretta put it on agenda after bond approval. Then he can go.

Sent from my Verizon 4G LTE Smartpho

------ Original message------
From: Jan Smith
Date: Fri, Aug 5, 2016 10:52 AM
To: Dawn Bowne;
Cc: Julio Granados;
Subject:CRANE TRUCK-Please respond asap

Dawn,

John Lakatis is in New Smyrna Beach looking at truck for Richard. They say it's worth purchasing. Price is approx. $29,500 but they will try and negotiate down. They need a $500 refundable deposit which I could wire to their bank with your approval. Do we need to take this purchase to council? It is in the budget.

Jan Smith
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Fax: 352-465-8505
Email: jsmith@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 communicatin may be subject to public disclosure.

Meeting Date: 8/3/2016

From (Dept): City Clerk

Signature: dmb
Department Director

Approved for Agenda: dmb
City Manager

Official Use Only

Reviewed by
City Attorney:_____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: Amendment to Section 26 of the City's Election Code to Comply with Federal Requirements for Mailing of Overseas Ballots and publication needs.

SUMMARY EXPLANATION & BACKGROUND:

Changes are necessary to our election code to comply with state law. Ch. 26-2 of our Code dictates when new council members will be seated after the election. However, should there be an actual race and not just a candidate running unopposed, the elections office will not certify the election results until 11/18/16, at the earliest, because of the time frame set by statute to receive military overseas ballots. We can't administer oath of office until the results of the election have been certified by the Supervisor of Elections. Also, Chapter 26-2, requires Council declare the election in August. July would allow longer public notice prior to opening of qualifying on 08/22/16. We have been passing it in July each year and would like the Code to reflect what actually do to comply with publication procedures.

FISCAL INFORMATION: N/A

RECOMMENDED ACTION: Amend code to comply with the election law

Initiated by: dmb

ORDINANCE #ORD2016-10

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

WHEREAS, the City Council of the City of Dunnellon believes that it is in the best interest of the City to update its Code regarding elections in order to comply with State Law and to operate in harmony with the schedule of the Marion County Supervisor of Elections.

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

SECTION 1. The above recital (Whereas clause) is hereby adopted as the legislative finding, purpose and intent of the City Council.

SECTION 2. Chapter 26, of the City of Dunnellon Code of Ordinances is hereby amended as follows:

***

Sec. 26-2. - General election.

(a) A general election shall be held in the city on the first Tuesday after the first Monday in November and annually on the same day thereafter.

(b) The city council shall, at the first regular council meeting held in ~~August~~ July, issue a proclamation calling such election.

(c) The successful candidates for city council shall take office and be sworn in at the first regular ~~scheduled~~ or special meeting of the city council following ~~the election~~ the city's receipt of the certified election results as certified by the Marion County Supervisor Elections.

***

Sec. 26-4. - Ballots.

The ~~council~~ city clerk shall cause to be printed on the ballots the names of all persons who have qualified as candidates for any office; however, should only one candidate be

qualified, that person shall be deemed to be elected to that seat and no name will appear on the ballot for that seat.

Sec. 26-5. - Certification of election results.

(a) The city clerk shall present the election returns to the city council, which shall, at the next regular or special meeting following any regular or special election, declare the results of the election. The results of the election as declared by the city council shall be recorded in the minutes of the meeting showing in words and figures the whole number of votes given for such office, the names of the persons for whom such votes were given and the number of votes given for each person for such office.

***

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Dunnellon; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 5. Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

SECTION 6. Effective Date. This Ordinance shall be effective immediately upon adoption at the second public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 8th day of August, 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 12th day of September, 2016.

Ordinance Posted on the City's website on August 4, 2016. Public hearing advertised on the City's website on August 26, 2016 and advertised in the Riverland News on September 1, 2016.

ATTEST:

CITY OF DUNNELLON

_____

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

_____

Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

_____

Andrew J. 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 4th day of August, 2016.

_____

Dawn M. Bowne M.M.C.
City Clerk/Interim City Manager

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Marion County Property Appraiser, Willie M. Smith
501 SE 25th Ave.
Ocala, FL 34471

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☒ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery 7-25-16

D. Is delivery address different from item 1? ☐ Yes
r delivery address below: ☐ No

9590 9402 1770 6074 8980 21

Article Number (Transfer from service label)
7015 3010 0002 0327 2098

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

S Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Marion County Board of County Commissioners
601 SE 25th Ave.
Ocala, FL 34471

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery 7-25-16

D. Is delivery address different from item 1? ☐ Yes
r delivery address below: ☐ No

9590 9402 1770 6074 8980 14

2. Article Number (Transfer from service label)
7015 3010 0002 0327 2104

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Southw Florida Water Management District Headquarters
Street
Brooksville, FL 34604-6899

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☒ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery 7-25-16

ddress different from item 1? ☐ Yes
r delivery address below: ☐ No

9590 9402 1770 6074 8979 94

Article Number (Transfer from service label)
7015 3010 0002 0327 2111

3. Service Type
☐ Adult Signature
☒ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

ER: COMPLETE THIS SECTION

mplete items 1, 2, and 3.
nt your name and address on the reverse that we can return the card to you.
tach this card to the back of the mailpiece, on the front if space permits.

rticle Addressed to:

arion County School Board
12 SE 3th Street
Ocala, FL 34471

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery 7-25-16

D. Is delivery address different from item 1? ☐ Yes
r delivery address below: ☐ No

9590 9402 1770 6074 8980 07

2. Article Number (Transfer from service label)
7015 3010 0002 0327 2081

☐ Adult Signature
☒ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

CITY OF DUNNELLON

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

REGISTERED MAIL

July 21, 2016

Southwest Florida Water Management District Headquarters
2379 Broad Street
Brooksville, FL 34604-6899

RE: Notice of Amendment to the Community Redevelopment Plan

Dear Taxing Authority:

Pursuant to Florida Statutes, section 163.360(5) and 163.361(3)(a), Notice to Taxing Authorities, you are being notified of the City of Dunnellon's intention, via Ordinance #ORD2016-09, to consider amending the City of Dunnellon Community Redevelopment Plan per Florida Statutes, sections 163.360(6)(a); 163.361(2); 163.346; and 166.041(3)(a). Attached is proposed Ordinance #ORD2016-09.

Please be advised the amendments have been presented to the City's Planning Commission and found to be consistent with the City's Comprehensive Plan. Additionally, the Community Redevelopment Board has recommended approval to the City Council. The Dunnellon City Council will hold a public hearing on August 8, 2016 and consider adoption of Ordinance #ORD2016-09.

We are providing you the original plan in its entirety via URL address http://www.dunnellon.org/index.aspx?nid=138.

If you have any questions, please do not hesitate to contact me at 352-465-8500 ext. 1002.

Sincerely,

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

CITY OF DUNNELLON

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

REGISTERED MAIL

July 21, 2016

Marion County Property Appraiser, Villie M. Smith
501 SE 25th Avenue
Ocala, FL 34471

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City Clerk/Interim City Manager

CITY OF DUNNELLON

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

REGISTERED MAIL

July 21, 2016

Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

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

CITY OF DUNNELLON

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

REGISTERED MAIL

July 21, 2016

Marion County School Board
512 SE 3rd Street
Ocala, FL 34471

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Sincerely,

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

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. Dawn Bowne
20750 River Drive
Dunnellon, FL 34431

INVOICE

7068-0728 RIV
CITY OF DUNNELLON

City of Dunnellon ORD2016-09 CRA Plan with map
Riverland News Display Advertisement
Display Advertisement A/R #071-541958
I/O 000 O QQF
2 columns x 10" ad, 1 x run
July 28, 2016 - $100.00

TOTAL COST: $ 100.00

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

City of Dunnellon
AUG 0 1 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

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: 000OQQF
Legal number: 7068-0728 RIV
Description: City of Dunnellon ORD2016 CRA Plan with map
Display Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date of publication: July 28, 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 28th day of July, 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

MISHAYLA COFFAS
MY COMMISSION #FF177190
EXPIRES November 18, 2018
(407) 398-0153 FloridaNotaryService.com

7068-0728 RIV

NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-09 COMMUNITY REDEVELOPMENT PLAN AMENDMENTS

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-09

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

A public hearing is scheduled for the Regular City Council Meeting on August 8, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive to consider amending the Community Redevelopment Plan. The amendments identify new public parks that have been created and need to be included within the Dunnellon Community Redevelopment Plan. Some areas for possible acquisition as public parks within the Dunnellon Community Redevelopment Plan are no longer being considered for acquisition, making portions of the Plan moot and obsolete; and some public parks referred to within the Dunnellon Community Redevelopment Plan have been completed, modified, or are no longer considered parks, making portions of the Plan moot and obsolete. The CRA further wishes to amend the Dunnellon Community Redevelopment Plan with the addition of a Blue Run Park project, a signage project, and a 125 Anniversary Park project.

"General Location Map: The community redevelopment area affected by the plan amendment is generally located".

"COMMUNITY REDEVELOPMENT AREA"

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34432, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, 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 THREE CALENDAR DAYS 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 WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

000OQQF

ORDINANCE #ORD2016-09

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

WHEREAS, the City Council of the City of Dunnellon adopted Ordinance 93-11 on May 24, 1993 declaring certain areas of the City in need of redevelopment consistent with Chapter 163, Part III, Laws of Florida; and

WHEREAS, the City of Dunnellon adopted Ordinance 00-3 establishing the Dunnellon Community Redevelopment Agency to implement a redevelopment plan within the area that was adopted pursuant to Ordinance 93-11 and established thereby the Redevelopment Trust Fund; and

WHEREAS, the City of Dunnellon adopted Ordinance 2011-07 to amend the Dunnellon Community Redevelopment Plan to expand Dunnellon's Community Redevelopment Area; and

WHEREAS, some public parks referred to within the Dunnellon Community Redevelopment Plan have been completed, modified, or no are longer considered parks, making portions of the Plan moot and obsolete; and

WHEREAS, some areas identified for possible acquisition as public parks within the Dunnellon Community Redevelopment Plan are no longer being considered for acquisition, making portions of the Plan moot and obsolete; and

WHEREAS, new public parks have been created and need to be included within the Dunnellon Community Redevelopment Plan; and

WHEREAS, it is necessary to update the "Current and Future Capital Improvements in the CRA" section of the Dunnellon Community Redevelopment Plan to remove obsolete projects that are no longer being considered and create a new list for prospective projects; and

WHEREAS, the CRA further wishes to amend the Dunnellon Community RedevelopmentPlan with the addition of a Blue Run Park project, a signage project, and a 125 Anniversary Park project; and

WHEREAS, the City Council of the City of Dunnellon caused to be advertised a Public Hearing consistent with 163.360(6), Florida Statutes, as it relates to its intent to modify the Dunnellon Community Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

Section 1. <u>Findings.</u> The Whereas clauses cited herein are the legislative findings of the City Council.

Section 2. The City Council hereby amends the Dunnellon Community Redevelopment Plan by vacating and deleting the "Parks," "Open Space," and "Current and Future Capital

Improvements" sections on pages 14, 15, and 18 of the Plan in their entirety, and adopting amended "Parks" and "Current and Future Capital Improvements" sections as indicated by Exhibit "A" to this Ordinance.

Section 3. Severability. If any portion of this Ordinance shall be declared unconstitutional or if the applicability of this Ordinance or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Ordinance and the applicability of this Ordinance, or any portion thereof to other persons or circumstances, shall not be affected thereby.

Section 4. Conflicts. All Ordinances and parts of any Ordinance in conflict with this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 3rd day of August, 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 8th day of August, 2016.

Ordinance Posted on the City's website on July 22, 2016. Public hearing advertised on the City's website on July 22, 2016 and advertised in the Riverland News on July 29, 2016.

ATTEST:

CITY OF DUNNELLON

_____
Dawn M. Bowne, M.M.C.
City Clerk

_____
Nathan Whitt, 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 22nd day of July 2016.

_____
Dawn M. Bowne M.M.C.
City Clerk

EXHIBIT A

AMENDMENT 1: The "Parks" and "Open Space" sections on pages 14 and 15 of the Dunnellon Community Redevelopment Plan shall be vacated and deleted in their entirety, and the following shall be adopted in their place. The provisions to be vacated and deleted are included below and indicated by ~~strikethrough~~.

The City of Dunnellon is blessed with excellent natural recreational resources, being located between the Withlacoochee River and the Rainbow River. These two recreational resources provide a certain amount of tourist/recreational traffic into the CRA. The City of Dunnellon has taken a conservationist role in the adjacent development of these rivers in cooperation with preservation efforts by the State. While the City has not promoted the commercialization of these two natural resources, it has promoted the recreational attraction of these rivers both locally and regionally.

The following actively City maintained parks are included within CRA boundaries:

1) **Centennial Park.** This park provides a gazebo and a monument commemorating Dunnellon as a Boomtown of the 1890's. Beneath the monument is buried a time capsule filled with artifacts from 1990, and is now planned to be exumed in the year 2090.

2) **Ernie Mills Community Park.** This park was purchased through a Florida Communities Trust Grant and developed through a combined effort from the Florida Recreational Assistance Program, the City of Dunnellon and community organizations. The park includes a basketball court, restrooms/concession stand, picnic/performance pavilion, benches and a small children's playground.

3) **City Boat Ramp.** This facility was renovated in 1999, and now includes restrooms, a concert/presentation stage and paved parking.

4) **DuPree Park**. This is an undeveloped natural park located along the banks of the Rainbow River.

5) **Blue Run Park.** This park site was purchased in 2008 with a grant from the Florida Community Trust. The park provides walking, biking, and birding trails, a 3-acre pond, access to the Rainbow River for kayaking, and is a popular exit point for visitors and residents tubing along the rainbow river. Planned amenities include, but are not limited to bathroom facilities. Parking is provided on Pennsylvania Avenue or San Jose Boulevard.

6) **125th Anniversary Park.** This park will be constructed along Riverview Street and is intended to be used as a trail head to attract bicyclists to the area. Planned amenities include picnic shelters, bathroom facilities, water fountains, bike station and bike racks. The park's design includes historic scenery, commemorative brick borders along the sidewalks, and metal art to reflect the characteristics of Dunnellon that will be installed

on each of the four pedestals of the city's original water tower that was dismantled on 03/30/2012.

AMENDMENT 2: The "Current and Future Capital Improvements" section on page 18 of the Dunnellon Community Redevelopment Plan shall be vacated and deleted in its entirety, and the following shall be adopted in its place. The provisions to be vacated and deleted are included below and indicated by ~~strikethrough~~.

Current and Future Capital Improvements in the CRA

This section presents the initial work plan based on redevelopment initiatives and goals described within this Plan. The identified projects represent capital improvements necessary to realize the objectives contained in this Plan and are meant to be the type of projects to be undertaken within the CRA. As budgets, funding, and financial analyses are refined and finalized the initial work plan may change.

The dollar amounts assigned to each project are primarily based on past studies of similar projects. The projects and numbers listed have been used for budgetary purposes only and are considered to be relatively conservative. The recommended costs for the capital improvement projects include design and construction costs as well as costs for additional studies, data manipulation or research needed to implement each project. The costs generally do not include the costs of land or right-of-way acquisition and or consolidation. While representing and consistent with all analysis and discussions, these projects and their costs are preliminary. The following table shows preliminary costs of capital projects proposed within the CRA.

Table 7 shows planned **capital projects** to be completed within the CRA. Estimated costs may differ from final amounts as projects are designed, bid, and completed. As long as projects conform to the Goals & Objectives in Chapter 3, some project features may be altered, added, or deleted.

Table 7. Planned Redevelopment Projects	Est. Cost	Year
1. <u>Blue Run Park</u> Increase amenities at Blue Run Park (Generalized improvements, bathroom renovations).	~$30,000	FY 16/17
2. <u>Entry Signage</u> Provide gateway signage to City, branding & informational signs. (Updates include but are not limited to upgrades to at least two gateway signs within the CRA. Future project changes or sign expansion may cause preliminary estimates to vary significantly.)	~$20,000 ($10,000 per sign)	FY 16/17
3. <u>125 Anniversary Park</u> Improve bathroom facilities.	~$23,400	FY 16/17

VACATED SECTIONS

~~Parks:~~

~~The City of Dunnellon is blessed with excellent natural recreational resources, being located between the Withlacoochee River and the Rainbow River. These two recreational resources provide a certain amount of tourist/recreational traffic into the CRA. The City of Dunnellon has taken a conservationist role in the adjacent development of these rivers in cooperation with preservation efforts by the State. While the City has not promoted the commercialization of these two natural resources, it has promoted the recreational attraction of these rivers both locally and regionally.~~

~~There are five City maintained parks within the CRA boundaries – Centennial Park, the Ernie Mills Community Park, the Datesman Avenue Park, City Boat Ramp and an undeveloped DuPree Park located along the banks of the Rainbow River. The first park mentioned, the Centennial Park, provides a gazebo and a monument commemorating Dunnellon as Boomtown of the 1890's. Beneath the monument is buried a time capsule filled with artifacts from 1990, and is planned to be exhumed in the year 2090. The City Boat Ramp was renovated in 1999, and now includes restrooms, a concert/presentation stage and paved parking. The Ernie Mills Community Park, purchased though a Florida Communities Trust Grant and developed through a combined effort from the Florida Recreational Assistance Program, the City of Dunnellon and community organizations, is currently under construction and will include a basketball court, restrooms/concession stand, picnic/performance pavilion, benches and small children's playground. Future development of the Datesman Avenue Park will provide additional downtown parking and a community gathering place special events such as Boomtown Days.~~

~~Across from City Hall is "The Historic Depot', the cargo and passenger train station, which served during the boom das as the central focus of the downtown. The Greater Dunnellon Historic Society purchased the property from CSX in an effort to preserve the historic structure, making final payment in 1999. This structure and the surrounding property can serve as an active park, public gathering place and additional parking in the downtown. Coordination between the CRA Agency, City Council, and the Greater Dunnellon Historical Society is essential to ensure that adequate infrastructure and landscaping improvements are made to the Depot as an asset to the CRA and to the historic preservation effort that has already been started within Dunnellon. It is impossible at this point to adequately access the need for landscaping, parking, drainage, lights and other infrastructure until a defined relationship is established between the CRA Agency and the Historic Society.~~

~~Open Space:~~

~~The City is reviewing possibilities of acquiring two areas for park development within the CRA District. The property abutting the east side of the Rainbow River and the property between the Withlacootchee River and U.S. 41 (S. Williams Street), are the primary considerations. If acquired, the property would be preserved as open space with passive recreation as a Riverwalk.~~

~~In the event this property is not acquired as public open space, the city of Dunnellon Comprehensive Plan allows for a mixture of residential, commercial and conservation land use.~~

~~Current and Future Capital Improvements in the CRA~~

~~The City is anticipating an $8,000,000 grant through the Economic Development Agency that may address much of the public right-of-way (ROW) improvements along U.S. 41 and Pennsylvania Avenue. This grant, if awarded, will provide funds to replace and increase the size of the sewer lines in the downtown area, including repaving, sidewalk and other ROW improvements. During construction, the CRA will consider additional improvements such as bulb-outs, landscaping and irrigation, off-street parking design, water line upgrades, bike lanes and burial of overhead electric and telephone lines.~~

~~Future capital improvement in the CRA shall be in conformance with the current Capital Improvements Element of the Comprehensive Plan and as amended from time to time. The exception for emergency or disaster related improvements stands.~~