Agenda
City of Dunnellon
City Council Workshop Meeting
20750 River Drive, Dunnellon, FL 34431
January 4, 2017
5:30 p.m.

PLEASE NOTE: Individuals wishing to address 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 do so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication (Posted on City's website and City Hall bulletin board on Thursday, December 29, 2016)

1. **BOARD REPORTS**
2. **DUNNELLON BUSINESS ASSOCIATION REPORT**
3. **DUNNELLON CHAMBER OF COMMERCE REPORT**
4. **RAINBOW SPRINGS ART COOPERATIVE GRAND OPENING - ALCOHOL WAIVER REQUEST PZ1617-022 - TERESA MALMBERG**

   Documents:

   PZ1617-022_Art_Coop_Grand_Open_Alcohol_Waiver.pdf

5. **RAINBOW SPRINGS FIRE STATION WATER MAIN EXTENSION (PENDING BACKUP - AGREEMENT WITH MARION COUNTY FOR ASSUMING OWNERSHIP OF WATERLINE)**

   Documents:

   FireStationWM_AnalysisSummary_Memo.pdf

6. **PROPOSED BOARD APPOINTMENTS - TERESA MALMBERG**

   Documents:

   20170104_09 BOARD APPOINTMENTS - Multiple.pdf

7. **PROPOSED APPLICATION FOR USDA GRANT AGREEMENT #AGR2016-46, POLICE DEPARTMENT VEHICLES AND EQUIPMENT - JAN SMITH**

Documents:

AGR2016_46_AppUSDAGrant_PoliceDeptVehiclesEquipment.pdf

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

Documents:

LEA2016_05Motorola.pdf

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

Documents:

2017_01 Dunnellon School Choice Week.pdf

10. **RIVER CORRIDOR AND BLUE RUN PARK DISCUSSION - VICE MAYOR HANCOCK**

11. **PUBLIC COMMENTS**

12. **COUNCIL COMMENTS**

13. **CITY MANAGER COMMENTS**

Tentative Agenda for Council Meeting Monday, January 9, 2017 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Historic Board Appointments
- Planning Commission Appointments
- Tree Board Appointments
- Approve Proclamation #PRO2017-01, Dunnellon School Choice Week
- Ratify Changes to Lease Purchase Agreement #LEA2016-05, Motorola Radio Equipment
- Waive Sec. 6-4 of the City Code, Possession or Consumption on Public Property or on Private Property Without Permission During the Hours of 4:00 p.m. to 8:00 p.m. on January 20, 2017, for Application PZ1617-022, the Grand Opening of the Rainbow Springs Art Cooperative, Restricted to the Indoors of 20804 W. Pennsylvania Avenue

Regular Agenda

- Special Presentation from City Council to Master Sgt. Robert Johnson
- Public Hearing Ordinance #ORD2016-12, Medical Marijuana Moratorium
- Second and Final Reading Ordinance #ORD2016-12, Medical Marijuana Moratorium
- Staff Presentation and Public Input: USDA Rural Development Community Facilities Grant Program - Jan Smith
- Authorize Staff to Move Forward with Application for Federal Assistance for the purchase of Two New Police Vehicles and a Computer Server and Switch for the Police Department

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.

Meeting Date: 12/4/2016

From (Dept): Community Development Dept.

Signature: TAM for L. Smith
Department Director

Approved for Agenda: DMB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

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

Request For Approval:

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

SUMMARY EXPLANATION & BACKGROUND:

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

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

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

FISCAL INFORMATION: n/a

PROCUREMENT METHOD: n/a

PURCHASE REQUISITION NUMBER: n/a

RECOMMENDED ACTION: Staff recommends approval of the waiver.

Initiated by: tam

SPECIAL EVENT APPLICATION

RECEIVED
DEC 29 2016

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

Event Information

Rainbow Spring Art Coop Grand Opening
Event Name

Mathew Baillargeon
Event Coordinator

352-209-0772
Phone / Cell / Fax

Mathew@Boomtownmedia.net
Email Address

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

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

Applicant Information

Rainbow Springs Art Coop / Mathew Baillargeon
Applicant Name

Organization Name

11928 N. Williams Street
Organization Address

352-209-0772
Phone / Cell / Fax

Mathew@Boomtownmedia.net
E-Mail Address

Location of Event

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

For Official Use Only

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

Date paid | Receipt Number | Received By | Date

☐ Cash ☐ Check ☐ Credit Card
Payment Type

Attach copy of receipt(s) to back of document

Kimley»Horn

Memorandum

To: Dawn Bowne

From: Lewis Bryant, P.E., Kimley-Horn and Associates, Inc.

Date: November 14, 2016

RE: ***Fire Station Plan Review***
Rainbow Springs Government Center WM Extension
Kimley-Horn Project No: 042382046

Introduction

The Rainbow Springs Government Center recently experienced water quality issues from the water supply well located on-site. After considering other water supply options, the Government Center proposed to connect to the City of Dunnellon's Rainbow Springs public water system (PWS). This memorandum documents the findings of reviewing the construction plans to extend the watermain to the Government Center.

Government Center Demands

The Government Center includes a fire station, sheriff substation and government office complex. Per the Government Center's engineer, the fire station demands are assumed to be equivalent to a 4-bedroom residential unit. The sheriff substation and government office complex demands were calculated based on the square footage. The Government Center has a total average day demand of 1,437 gpd (1.0 gpm). The maximum day demand is based on a 2.5 peaking factor. The maximum day demand is 3,593 gpd (2.5 gpm).

There is an existing 10,000-gallon storage tank located onsite for fire flow prevention to neighboring sites. This tank is filled by a 1" service line and approximately 300-500 gallons are used each month from the storage tank. Based on the small service line and the minimal use of the storage tank, there is no large demand from the site when the tank is being filled.

Water Age

There is approximately 1,700 linear feet of proposed watermain to connect the Government Center to the Rainbow Springs PWS. The water age was calculated based on the pipe diameter and the average day demand to determine if chlorine residual is a possible concern. It was determined that an 8" pipe and a 12" pipe will have a water age of 3.1 days and 6.9 days, respectively. Therefore, chlorine residual should not be a concern for the 8" watermain. However, water age could be a concern for a 12" watermain.

- Water age for an 8" pipe = 3.1 days
- Water age for a 12" pipe = 6.9 days

Rainbow Springs WTP

The Rainbow Springs public water supply and treatment system consists of the following components. Water from the supply wells is pumped into a ground storage tank and pumped into the distribution system by high service pumps. Raw water is treated by gas chlorine disinfection. Table 1 shows the capacities of the equipment at the Rainbow Springs water treatment plant (WTP).

Table 1: Rainbow Springs Water Treatment Components

Component	Size/Capacity
Water Supply Well #7	10” diameter/450 gpm
Water Supply Well #8	12” diameter/950 gpm
Water Supply Well #8	12” diameter/1000 gpm
Ground Storage Tank	500,000 gallons
Hydropneumatic Tank	10,000 gallons
Jockey Pump #1	550 gpm
High Service Pump #2	750 gpm
High Service Pump #3	750 gpm

Water System Analysis

The software used for analyzing the impacts of the watermain extension was Bentley WaterCAD V8i (SELECTseries 1). Multiple scenarios were analyzed to determine the optimum watermain size to the Government Center and the impacts the watermain has on the PWS.

Annual average day demand and max day demand conditions were analyzed to determine the impact of the Government Center demands on the Rainbow Springs PWS. Based on this analysis, the average day and max day demands do not have a negative impact on the PWS. The minimum system pressure is not significantly affected (based on the 2012 Master Plan) during both conditions and with either an 8” or 12” watermain extension to the Government Center.

Table 2: Impacts of Government Center Demands on the Water System

Demands	Total Flow (gpm)	Extension to Fire Station Pipe Size (in)	Pressure at Fire Station (psi)	Minimum System Pressure (psi)	Maximum System Pressure (psi)	Average System Pressure (psi)
AADD	514	8	49.6	39.9	73.7	58.6
AADD	514	12	49.6	39.9	73.7	58.6
MDD	1,029	8	47.9	39.1	72.7	57.4
MDD	1,029	12	47.9	39.1	72.7	57.4

Additional analysis was conducted to determine the fire flow available to the Government Center. The firm capacity of the WTP high service pumps was varied between 1,300 gpm and 1,500 gpm (See Table 3 for results). A firm capacity of 1,300 gpm assumes that there are no spare pumps on the shelf and a firm capacity of 1,500 gpm assumes that there is a spare pump on the shelf. Currently, there is no spare pump at the WTP. Based on this analysis and under existing conditions, there is no benefit in fire flow capacity to have a 12" watermain instead of an 8" watermain.

Table 3: Fire Flow Available to the Government Center

Scenario	Pump Capacity (gpm)	Extension to Fire Station Pipe Size (in)	Fire Flow available at Fire Station (gpm)
1	1,300	12	272
2	1,500	12	472
3	1,300	8	269
4	1,500	8	472

Recommendation

An 8" watermain is recommended to provide water to the Government Center because the water age is significantly less than a 12" and there is no effect in fire flow for the smaller line.

MLB/jdz/aep

K:\OCA_Utilties\Dunnellon\Projects\042382046 - Fire Station Plan Review\doc\AnalysisSummary_Memo.docx

Meeting Date: Jan 4, 2017

From (Dept.): Community Development

Signature: _____ for L Smith
Department Director

Approved for Agenda: _____ for DMB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

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

Request for Approval:

Summary Explanation and Background:
Please see attached detail.

Fiscal Information:

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

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Staff recommends approval.

Initiated by: TAM / _____

Revision: Mar 24, 2015

BOARD / COMMISSION
APPOINTMENT WORKSHEET

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

App	Name	Address	Current Board Member	Applied for Multiple Board Vacancies	Resi-dent	Business Owner / #Yrs.	Recommended Action
1	James Burchett	20324 E Penn Ave	Y; Alt	N/A	N	Y / 3 yrs	Appoint as full member on the **Historic Preservation Board** to fill Doris Magursky's unexpired term effective 1/9/2017 thru 1/9/2018
2	Tracy Fero	20497 E Penn Ave	Y; Mbr	N/A	N	Y / 50+	Renew Appointment as full member on the **Planning Commission** effective 10/11/2016 thru 10/11/2019
3	Sally Chesterfield	11937 Hale Street	Y; Mbr	N/A	Y	N	Renew Appointment as full member on the **Tree Board** effective 1/9/2017 thru 1/9/2019
4	Martin Moughan	14845 SW 112 Circle	N	N/A	N	N	Appoint as 1st Alternate on the **Historic Preservation Board** effective 1/9/2017 thru 1/9/2019
4	Mary Ann Hilton	12078 Palmetto Court	Y; Alt	N/A	Y	N/A	Appoint as full member on the **Planning Commission** to fill Paul Cowan's unexpired term effective 1/9/2017 thru 2/13/2018
5	Louise Kenny	19970 Ibis Court	N	N/A	Y	N/A	Appoint as 1st Alternate on the **Planning Commission** to fill Mary Ann Hilton's unexpired term effective 1/9/2017 thru 1/12/2018

***Planning Commission Only**: The city planning commission consists of five members plus two alternate members, appointed by the city council. A maximum of two members and one alternate may be non-resident property owners and/or non-resident business owners. Non-resident property owners and/or non-resident business owners must have owned property and/or owned a business within the city for three years prior to being eligible for said appointment.*

City of Dunnellon
AUG 26 2016
RECEIVED

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

City of Dunnellon
City Board Member Application

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

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

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

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

Home Address 14845 SW 112 CIR, DUNNELLON SPRUCE CREEK PRESERVE

If employed, by whom: RETIRED

Business Address: _____ Business Telephone _____

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

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

Are you a registered Voter? YES

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

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

OR

NO within Dunnellon

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

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

___Planning Commission ___Tree Board

___Historic Preservation Board ___CRA Advisory Board

___Utility Advisory Board

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

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

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

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

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

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

Signature: [signature] Date: August 26, 2016

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

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

DESCRIPTION AND CODE REQUIREMENTS FOR CITY BOARDS

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

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

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

This board meets on the third Tuesday of each month.

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

City of Dunnellon
City Board Member Application

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

Name: LOUISE KENNY Home Telephone: 465-1003

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

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

Home Address 19970 IBIS COURT, DUNNELLON, FL 34432

If employed, by whom: N-A

Business Address: _____ Business Telephone _____

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

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

Are you a registered Voter? Yes

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

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

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

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

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

City of Dunnellon
NOV 23 2016
RECEIVED
10:46

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

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

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

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

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

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

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

DESCRIPTION AND CODE REQUIREMENTS FOR CITY BOARDS

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

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

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

This board meets on the third Tuesday of each month.

Meeting Date: January 4, 2016

From (Dept): Finance

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: AGR2016-46 Application for USDA Grant –Police Department Vehicles and Equipment

SUMMARY EXPLANATION & BACKGROUND: Staff submitted a "pre-application for a grant from USDA. The pre-application successfully passed the review. We now have the opportunity to apply for a grant from USDA for 2 police vehicles and equipment and a server and switch. The total cost is $92,054. The grant will fund $69,040 (75%) and the City's match of $24,014 (25%) will come from the Law Enforcement Forfeiture Reserve. The Forfeiture Reserve balance is $28,972.58 as of 11/30/16.

If the City is awarded the grant a resolution will be presented to council to amend the FY 2016-2017 budget to transfer in reserves from the Law Enforcement Forfeiture Reserve to use as the City's 25% grant match.

FISCAL INFORMATION: Budget amendment to allow for use of forfeiture reserve

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize staff to move forward with the USDA Grant Application and have the Mayor sign all required grant application forms

Initiated by: MM/js

Ad#:000PXBU Date:12/29/16 Day:THU Size:2X3
Cust:541958 Salesperson:771 Last Edited
By:LINDA SKILLMAN Pub:RIVERLAND NEWS Tag
Line:7280-1229 RIV CITY OF DUNNELLON GRANT
FOR POLICE DEPT.+7280-1229 RIV CITY OF Color
Info:

000PXBU - Page 1 - Composite

7280-1229 RIV

CITY OF DUNNELLON
PUBLIC NOTICE

The City of Dunnellon will hold a public meeting on Monday, January 9, 2017 at 5:30 PM in City Hall, 20750 River Drive, for the general public to inform them of a plan to file an application for Federal Assistance, for the purchase of two new police vehicles and a computer server and switch for the Police Department, with the USDA Rural Development Community Facilities Grant Program. The purpose of the meeting is to give the citizenry an opportunity to become acquainted with the proposed project and to comment on such items as economic and environmental impacts, service area and alternatives to the project.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Assistant City Clerk at (352) 465-8500 at least 48 hours prior to the meeting.

000PXBU

CITRUS COUNTY CHRONICLE
www.chronicleonline.com

Publication	Proof Corrections Due	Approved By
Riverland 12/29	BEFORE 3:00 12/23	

1624 N. Meadowcrest Blvd., Crystal River FL, 34429 adsc@chronicleonline.com Fax 352-563-3260 352-563-3247
Failure to respond by Proof Correction Deadline will be deemed as acceptance of ad.

U.S. DEPARTMENT OF AGRICULTURE

NOTICE OF PREAPPLICATION REVIEW ACTION

From: USDA Rural Development
(Department, bureau, or establishment)

Agency Number

To: City of Dunnellon
12014 S Williams Street
Dunnellon, FL 34432

Reference Your Preapplication Number

Dated: 11-22-2016

1. We have reviewed your preapplication for Federal assistance under CF Program and have determined that your proposal is:
   - ✓ eligible for funding by this agency and can compete with similar applications from other grantees.
   - ____ eligible but does not have the priority necessary for further consideration at this time.
   - ____ not eligible for funding by this agency.
2. Therefore, we suggest that You:
   - ✓ file a formal application with us by (date) 12-31-2016
   - ____ file an application with ____ (Suggested Federal agency).
   - ____ find other means of funding this project.
3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year) 10-17.
4. You requested $ 69,040.00 Federal funding in your preapplication form, and we:
   - ✓ are agreeable to consideration of approximately this amount in the formal application.
   - ____ will need to analyze the amount requested in more detail.
5. A preapplication conference will be ____ necessary ✓ not necessary. We are recommending that it be held at ____, on ____, at ____ a.m./p.m. Please contact the undersigned for confirmation.
6. Enclosures: ✓ Forms ____ Instructions ____ Other (Specify) ____
7. Other Remarks:

Signature	Title	Date
Rebecca S L for	Area Director	11-22-2016
Organizational Unit: USDA RD	Administrative Office: Ocala Area Office	Telephone Number: (352) 732-9796

Address
2441 NE 3rd Street, Suite 204-1
Ocala, Florida 34470

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

FORM AD 622 (12-72)

November 22, 2016

ATTACHMENT TO FORM AD-622

City of Dunnellon
CF Program Application
Purchase Police Vehicles and Switch and Server

The action taken herein is based upon representations made in your preliminary application materials. Any changes, including but not limited to changes in cost, size, or scope of services, sources of funds, etc., may adversely affect this decision and must be reported to and approved by USDA Rural Development in writing. Any changes not approved by USDA Rural Development will be cause for USDA Rural Development to discontinue processing your request for services. All applicants requesting changes will be required to give full justification for each change, and if USDA Rural Development approval is not given, written reasons will be given with a 30-day negotiation period to resolve the differences.

This action should not be misconstrued as a reservation of funds, the availability of funds, or loan approval.

Grant processing will continue based upon a grant not to exceed the amount specified on this Form AD-622 and will be in accordance with the requirements contained and referenced in RD Instruction 3570-B.

If a complete application has not been submitted to USDA Rural Development by the date specified on the face of form AD-622, USDA Rural Development reserves the right to discontinue processing your grant request with 30 days written notice. If a longer time frame to develop your application is necessary, you should submit a request in writing with specific reasons why a longer time frame is required with a projected date to accomplish such action. Failure to submit a complete application, or request a longer time frame, will be considered a lack of interest on your part and a request to withdraw the pre-application. Continued processing after such withdrawal, would require a new pre-application to be submitted, rated and ranked without regard to previous processing priorities.

Rural Development • Ocala Area Office
2441 NE 3rd Street, Suite 204-1, Ocala, FL 34470
Voice (352)732-9796 • Fax 855-474-6990

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint form AD -3027, found online at http://www.ascr.usda gov/complaint_filing_cust.hml and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by mail at U.S. Department of Agriculture, Office of the Assistant Secretary of Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; by fax at (202)690-7442 or by email at program.intake@usda.gov

USDA is an equal opportunity provider, employer and lender

Page Two
City of Dunnellon
Attachment to AD-622

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered or which would have an adverse effect on the environment. Satisfactory completion of the environmental review process in accordance with RD Instruction1940-G must occur prior to loan approval. The issuance of this notice does not constitute site approval, if applicable.

The following items must be completed and submitted to USDA Rural Development for review/approval:

FL Guide 9, Certificate of Public Meeting

Form SF 424, Application for Federal Assistance - already have document

Form RD 1942-54, Applicant's Feasibility Report

Form RD 1942-47, Loan Resolution

Guide 14, Legal Services Agreement with attachment, if applicable

Form RD 400-1, Equal Opportunity Agreement

Form RD 400-4, Assurance Agreement

Current operating budget

Letter of support from the County

Letter from City giving evidence of the $23,014.00 contribution

Form AD 1049, Certification Regarding Drug Free……

Form AD 1047, Certification Regarding Debarment, Suspension……

FL Instruction 1942-Q, Exhibit A-1, Certification for Contracts, Grants and Loans

EQUIPMENT PROCUREMENT INFORMATION

Jan Smith

From: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Sent: Wednesday, November 23, 2016 8:01 AM
To: Jan Smith
Cc: Mike McQuaig
Subject: CF Grant Application
Attachments: 2859_001.pdf; DUNNELLON CITY OF_AD1047.pdf; DUNNELLON CITY OF_AD1049.pdf; DUNNELLON CITY OF_RD400-1.pdf; DUNNELLON CITY OF_RD400-4.pdf; DUNNELLON CITY OF_RD1940-Q.pdf; DUNNELLON CITY OF_RD1942-47.pdf; DUNNELLON CITY OF_RD1942-54.pdf; DUNNELLON CITY OF_RD1942-AGUIDE14.pdf; DunnellonGuide 09 Certificate of Public Meeting.doc; CF Public Meeting Info.pdf

Good Morning Jan,

We have determined that the City is eligible to apply for CF Grant Funds to purchase new police vehicles along with a new server and switch. I have attached the documents that will be needed in order to complete this application.

Once you review this information, if you have any questions, please let me know.

Thank you and I wish you a Happy and Safe Thanksgiving Holiday.

Rebecca S. Manning
Area Specialist
Rural Development
United States Department of Agriculture
2441 NE 3rd Street, Suite 204-1 | Ocala, FL 34470
Phone: (352) 732-9796 ext 123| Fax: (855) 474-6990
http://www.rd.usda.gov/fl |"Committed to the future of rural communities"

Stay Connected with USDA:

USDA is an equal opportunity provider, employer and lender.

From: NetCopy@one-mail.fsc.usda.gov [mailto:NetCopy@one-mail.fsc.usda.gov]
Sent: Wednesday, November 23, 2016 9:06 AM
To: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Subject: Attached Image

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

CERTIFICATE OF PUBLIC MEETING

This is to certify that City of Dunnellon conducted a public
Name of Organization
Public meeting on January 9, 2017 at 20750 River Drive, Dunnellon, FL to
Date Location
Give the citizens an opportunity to become acquainted with the proposed

USDA Grant and to comment on such items as economic and environmental impacts, service area, alternatives to the project and other matters of concern. I further certify that notice of the meeting was published in a newspaper of general circulation in the service area, a notice was posted in this organization's principal office and a copy of the notice was furnished in the Rural Development office in Ocala, Florida.

A copy of the published notice and minutes of the public meeting are attached

hereto.

City of Dunnellon
Name of Organization

_____
By:

Walter Green
Mayor

Attest: _____
Dawn Bowne, Interim City Manager

U.S. Department of Agriculture
Rural Development

FORM APPROVED
OMB No. 0575-0120

APPLICANT'S FEASIBILITY REPORT

1. **Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

The Dunnellon Police Department consists of Six (6) full-time officers, One (1) Police Chief and Four (4) reserve officers. We provide law enforcement to the City of Dunnellon 24 hours a day, 7 days a week. We are dispatched by the Marion County communications center. We currently have the following vehicles:
(2) 2005 Crown Victoria-1 is a spare and in need of repair
(4) 2007 Crown Victoria
(1) 2008 Crown Victoria
(1) 2009 Ford SUV
(1) 2011 Ford Suv

2. **Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

(2) 2016 Ford Interceptor Utility AWD SUV $27,430 each for a total of $54,860. Method of procurement-state contract #FSA16-VEL24.0

Equipment for 2 marked patrol vehicles. $11,097 each for a total of $22,194.- Method of procurement-state contract #FSA16-VEL24.0

(1) Dell PowerEdge R710, 24 GB RAM and (1) Dell Catalyst C3650 48 port PoE switch. Total Cost $15,000. Method of procurement - state contract #WN08AGW Customer Agreement #43211500-WSCA-15-ACS

Grand Total Cost of Equipment $92,054

3. **Need for the Facility.** Indicate why the proposed facility is needed.

The grant funds will be used to replace older, high mileage patrol vehicles (greater than 100,000 miles). These vehicles require body painting, are consistently in need of repair and have outdated equipment.

The grant funds will also be used to purchase a server and switch for the Police Department. The current computers do not offer the capacity required to store and back up our data. The switch is required due to a network bottleneck preventing the ability to backup data in a timely manner.

4. **Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

City of Dunnellon, Marion County, FL; population 1,733; MHI $31,048.00

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250;and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503.
Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. **Cost Estimate.**

Development and construction	$
Land and rights	
Legal fees	
Architect and Engineer	
Equipment	92,054.00
Refinancing	
Other (describe)	
Total	$92,054.00

6. **Income.** List the sources and estimate the amount of expected revenue for a typical year.

No revenue from the Police Department

7. **Other Funds.** List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

City's contribution of $23,014.00

8. **Operating History.** If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
Mayor, City of Dunnellon	01-09-2017

Position 5

USDA
Form RD 1942-47
(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE Commission

OF THE DUNNELLON, CITY OF
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Police Cars and Equipment
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the DUNNELLON, CITY OF
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of zero dollars ($0.00)

pursuant to the provisions of Not Applicable; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is O575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:

    (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
    (b) Repairing or replacing short-lived assets.
    (c) Making extensions or improvements to the facility.

    Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed $ 69,040

    under the terms offered by the Government; that the Mayor

    and City Clerk of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

    The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

    The vote was: Yeas _____ Nays _____ Absent _____.

IN WITNESS WHEREOF, the City Council of the DUNNELLON, CITY OF has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this 9th day of January, 2017.

(SEAL)

_____

By Walter Green

Attest:

Title Mayor

_____

Interim City Manager

Title

Form RD 400-1
(Rev. 5-00)

UNITED STATES DEPARTMENT OF AGRICULTURE

FORM APPROVED
OMB No. 0575-0018

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 01-09-2017 between DUNNELLON, CITY OF (herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds $10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of all rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

_____
Recipient

_____
Recipient

(CORPORATE SEAL)

DUNNELLON, CITY OF
Name of Corporate Recipient

Attest:

_____
Secretary

By _____
President

Position 3

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT

(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The DUNNELLON, CITY OF
(name of recipient)

20750 River Drive Dunnellon, FL 34431-
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:

   (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.

   (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.

   (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:

   (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.

   (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

   (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:

   (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.

   (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, DUNNELLON, CITY OF on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(SEAL)

Recipient

January 9, 2017
Date

Attest: Dawn Bowne City Clerk
Title

Walter Green, Mayor
Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

FY 2016-2017
ANNUAL BUDGET

LINE ITEM DETAIL

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	POLICE DEPARTMENT					
01521	10110 - EXECUTIVE SALARIES					52,000.00
	POLICE CHIEF 100%	0	1.00	52,000.00		52,000.00
01521	10120 - REGULAR SALARIES					219,982.00
	MECHANIC 10% OF $40,000	0	1.00	.00		.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	SERGEANT 100%	0	1.00	34,320.00		34,320.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	SERGEANT 100%	0	1.00	34,320.00		34,320.00
	OFFICER 100%	0	1.00	31,117.00		31,117.00
	EVIDENCE CLERK/DISPATCHER 100%	0	1.00	26,874.00		26,874.00
	FOR EACH ADDITIONAL NEW OFFICER TOTAL SALARY, TAXES AND BENEFITS = $42,578	0	1.00	.00		.00
01521	10121 - LONGEVITY BONUS					375.00
	SERGEANT	0	1.00	100.00		100.00
	SERGEANT	0	1.00	175.00		175.00
	EVID CLK/DISP	0	1.00	100.00		100.00
01521	10140 - OVERTIME					15,000.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
01521	10150 - INCENTIVE PAY				3,000.00
	POLICE CHIEF	0	1.00	1,560.00	1,560.00
	SERGEANT	0	1.00	1,440.00	1,440.00
01521	10210 - FICA				18,176.00
	MECHANIC	0	1.00	.00	.00
	OFFICER	0	1.00	1,954.00	1,954.00
	SERGEANT	0	1.00	2,248.00	2,248.00
	OFFICER	0	1.00	1,954.00	1,954.00
	OFFICER	0	1.00	1,954.00	1,954.00
	SERGEANT	0	1.00	2,164.00	2,164.00
	OFFICER	0	1.00	1,954.00	1,954.00
	EVIDENCE CLERK/DISPATCH	0	1.00	1,672.00	1,672.00
	POLICE CHIEF	0	1.00	3,346.00	3,346.00
	OVERTIME WAGES	0	1.00	930.00	930.00
01521	10212 - MEDICARE				4,252.00
	POLICE CHIEF	0	1.00	783.00	783.00
	MECHANIC	0	1.00	.00	.00
	OFFICER	0	1.00	457.00	457.00
	SERGEANT	0	1.00	526.00	526.00
	OFFICER	0	1.00	457.00	457.00
	OFFICER	0	1.00	457.00	457.00
	SERGEANT	0	1.00	506.00	506.00
	OFFICER	0	1.00	457.00	457.00
	EVIDENCE CLERK/DISPATCH	0	1.00	391.00	391.00
	OVERTIME WAGES	0	1.00	218.00	218.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	10221 - FL. LEAGUE RETIREMENT-GENERAL					1,349.00
	MECHANIC	0	1.00	.00		.00
	EVIDENCE CLERK/DISPATCH	0	1.00	1,349.00		1,349.00
01521	10230 - HEALTH INSURANCE					52,485.00
	POLICE CHIEF	0	1.00	6,561.00		6,561.00
	MECHANIC	0	1.00	.00		.00
	OFFICER	0	1.00	6,561.00		6,561.00
	SERGEANT	0	1.00	6,560.00		6,560.00
	OFFICER	0	1.00	6,560.00		6,560.00
	OFFICER	0	1.00	6,560.00		6,560.00
	SERGEANT	0	1.00	6,561.00		6,561.00
	OFFICER	0	1.00	6,561.00		6,561.00
	EVIDENCE CLERK/DISPATCH	0	1.00	6,561.00		6,561.00
01521	10233 - LIFE INSURANCE					1,046.00
	POLICE CHIEF	0	1.00	195.00		195.00
	OFFICER	0	1.00	121.00		121.00
	SERGEANT	0	1.00	132.00		132.00
	OFFICER	0	1.00	121.00		121.00
	OFFICER	0	1.00	121.00		121.00
	SERGEANT	0	1.00	132.00		132.00
	OFFICER	0	1.00	121.00		121.00
	PROPERTY/EVIDENCE CLERK	0	1.00	103.00		103.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	10240 - WORKER'S COMPENSATION					8,595.00
	POLICE OFFICER	0	1.00	1,072.00		1,072.00
	POLICE SERGEANT	0	1.00	1,233.00		1,233.00
	POLICE OFFICER	0	1.00	1,072.00		1,072.00
	POLICE OFFICER	0	1.00	1,071.00		1,071.00
	POLICE SERGEANT	0	1.00	1,186.00		1,186.00
	POLICE OFFICER	0	1.00	1,072.00		1,072.00
	PROPERTY EVIDENCE/STAFF ASST	0	1.00	54.00		54.00
	POLICE CHIEF	0	1.00	1,835.00		1,835.00
01521	30340 - CONTRACTUAL SERVICES					576.00
	ALARM SYSTEM -ADT	0	1.00	576.00		576.00
01521	30400 - TRAVEL,LODGING,MILEAGE					510.00
	CJIS REGIONAL WORKSHOP	0	1.00	60.00		60.00
	FDLE HIGH LIABILITY TRAINING	0	1.00	450.00		450.00
	PUBLIC INFO TRAINING/MEDIA UPDATES	0	1.00	.00		.00
01521	30410 - TELEPHONE LAND LINES					1,769.00
	NEXVORTEX MONTHLY SERVICE	0	1.00	947.00		947.00
	JOMAR TECH SUPPORT	0	1.00	606.00		606.00
	DMS (AT&T)	0	1.00	216.00		216.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
01521	30412 - LONG DIST,CELL,NET				10,540.00
	CELL PHONES-VERIZON WIRELESS ACCT #322	0	1.00	8,452.00	8,452.00
	DOMAIN NAME RENEWAL	0	1.00	40.00	40.00
	EMAIL PROVIDER RENEWAL	0	1.00	120.00	120.00
	PSNET SMARTCITY $9.95/MONTH-DUNNPD.ORG	0	1.00	120.00	120.00
	BACKUP INTERNET- COMCAST	0	1.00	535.00	535.00
	INTERNET- FL FIBER NETWORKS	0	1.00	1,273.00	1,273.00
01521	30420 - POSTAGE				750.00
01521	30430 - ELECTRICITY				5,600.00
01521	30450 - INSURANCE(GENERAL)				29,944.00
	PROPERTY	0	1.00	1,825.00	1,825.00
	AUTO	0	1.00	3,342.00	3,342.00
	E&O	0	1.00	3,941.00	3,941.00
	GENERAL LIABILITY	0	1.00	18,422.00	18,422.00
	INLAND MARINE	0	1.00	1,533.00	1,533.00
	CRIME BONDS	0	1.00	279.00	279.00
	AD&D	0	1.00	552.00	552.00
	FIDUCIARY LIABILITY/WAIVER OF RECOURSE (POLICE AND FIRE ONLY)	0	1.00	50.00	50.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
01521	30460 - REP/MNT BLDG & EQPT					30,726.00
	FIRE EXTINGUISHER MAINT	0	1.00	250.00		250.00
	PBT-CERT EQUIP/MAINT (5X3)	0	1.00	15.00		15.00
	BEACON-NETWORK SUPPORT	0	1.00	14,450.00		14,450.00
	ARTEMIS-SPAM-EMAIL/BARRACUDA	0	1.00	1,300.00		1,300.00
	PORTABLE/RADIO MAINT/REPAIR TRI-CO	0	1.00	2,539.00		2,539.00
	RMS SUPPORT - EIS 12 MOS	0	1.00	4,800.00		4,800.00
	CAD/MDT SUPPORT - TRI TECH	0	1.00	2,800.00		2,800.00
	TINT METER CERTIFICATION 4 @ 15 EA	0	1.00	60.00		60.00
	XEROX COPIER MAINT $140 X 12	0	1.00	1,680.00		1,680.00
	LIVESCAN MAINT	0	1.00	1,750.00		1,750.00
	SMARTNET SWITCH WARRANTIES	0	1.00	700.00		700.00
	FIREWALL SUPPORT	0	1.00	382.00		382.00
01521	30470 - PRINTING & BINDING					1,500.00
	BUSINESS CARDS EVIDENCE FORMS CITATION BOOKS AND FORMS VARIOUS REPORT FORMS/VICTIM	0	1.00	1,500.00		1,500.00
	ORIGINAL REQUEST $3,000					
01521	30490 - OTHER CHARGES					2,220.00
	PSYCH EXAM X 2	0	1.00	900.00		900.00
	ORIGINAL REQUEST $1,800					
	PHYSICALS/DRUG TEST $260 X 2	0	1.00	520.00		520.00
	ORIGINAL REQUEST $1,040					
	BACKGROUND CHECK- NEW EMPL/VOLUNTEERS	0	1.00	500.00		500.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
	ORIGINAL REQUEST $1,250					
	POLYGRAPH X 2	0	1.00	300.00		300.00
	ORIGINAL REQUEST $600					
01521	30491 - ADVERTISEMENTS					1,000.00
	NEW EMPLOYEES	0	1.00	1,000.00		1,000.00
	ORIGINAL REQUEST $2,000					
01521	30510 - OFFICE SUPPLIES					1,000.00
	ORIGINAL REQUEST $1,200	0	1.00	1,000.00		1,000.00
01521	30520 - OPERATING SUPPLIES					2,545.00
	AMMUNITION	0	1.00	1,000.00		1,000.00
	BAR CODE LABELS 12 ROLL	0	1.00	200.00		200.00
	BATTERIES FOR VARIOUS OFFICE ITEMS	0	1.00	300.00		300.00
	CD'S / DVD+R (CRIME SCENE PHOTOS, SAO) BARCODE LAB	0	1.00	250.00		250.00
	CD SLEEVES 6 @ $5 EA	0	1.00	30.00		30.00
	EVIDENCE SUPPLIES	0	1.00	100.00		100.00
	FIRST AID KITS SUPPLIES	0	1.00	200.00		200.00
	MEDICAL SUPPLIES (GLOVES, HAND GEL, EYE WASH)	0	1.00	200.00		200.00
	TASER CARTRIDGES	0	1.00	265.00		265.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
GENERAL FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
01521	30540 - EDUC,REG,CLASSES,MEMBSHPS,SUBS				1,092.00
	FDLE HIGH LIABILITY TRAINING	0	1.00	500.00	500.00
	FLORIDA INTELLIGENCE UNIT	0	1.00	50.00	50.00
	IAPE-EVIDENCE RE-CERTIFICATION X 1	0	1.00	200.00	200.00
	STATUTE BOOKS	0	1.00	342.00	342.00
01521	30570 - UNIFORMS				2,500.00
01521	30571 - UNIFORMS - STIPEND				2,800.00
01521	30580 - GAS AND OIL				25,000.00
01521	60640 - CAPITAL MACH & EQPT				95,000.00
	VEHICLE REPLACEMENT (2)	0	1.00	60,000.00	60,000.00
	CRIME WATCH VEHICLE	0	1.00	15,000.00	15,000.00
	SERVER AND GIGABIT SWITCH	0	1.00	15,000.00	15,000.00
	NEW GENERATOR CONNECTION (FUNDING FROM NEW 1% SALES TAX)	0	1.00	5,000.00	5,000.00
01521	90920 - ADVANCES/RESERVES				1,104.00
	TRANSFER TO EDUCATION RESERVE	0	1.00	1,104.00	1,104.00
	TOTAL POLICE DEPARTMENT				592,436.00

MARION COUNTY SHERIFF'S OFFICE

December 20, 2016

Rural Development
United States Department of Agriculture
Attn: Rebecca S. Manning, Area Specialist
2441 NE 3rd Street, Suite 204-1
Ocala, FL 34470

Re: Dunnellon Police Department vehicle and server USDA Grant Request.

Dear Ms. Manning:

This letter is to certify that the Marion County Sheriff's Office fully supports the Dunnellon Police Department's current application for the USDA Grant. Funding for the vehicles, switch and server is a definite need. Our Deputies regularly call on the Dunnellon Police Department personnel to assist as back up units in the southwest corner of Marion County. The current patrol vehicles used by the DPD have high mileage and are consistently in need of repair. Dunnellon city residents and citizens throughout our county will benefit from upgrading the DPD fleet.

The DPD current computer system is operating at full capacity. The server (computer) would allow the additional capacity needed to store and back up the data. The switch is needed to link the systems together, preventing a network bottleneck, allowing the ability to back up data in a timely manner.

Thank you for your consideration in the matter. Please do not hesitate to contact our office in you need additional information.

Sincerely,

Emery Gainey, Sheriff

P.O. Box 1987 • Ocala, FL 34478-1987 • Main Office: (352) 732-8181 • Civil: (352) 402-6025 • Emergency Management: (352) 369-8100 • Jail: (352) 351-8077

CITY OF DUNNELLON

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

January 9, 2016

Rebecca S. Manning, Area Specialist
Rural Development
United States Dept. of Agriculture
2441 NE 3rd Street, Suite 204-1
Ocala, FL 34470

Re: USDA Grant-Public Safety Vehicles & Equipment

Dear Ms. Manning,

This letter is to serve at the City's attestation that the City will contribute 25% of the total cost to purchase 2 marked patrol vehicles, equipment for the vehicles, server and a switch. The amount of $23,014 is on deposit in the City of Dunnellon's Law Enforcement Forfeiture Account.

Sincerely,

Jan Smith
Finance Officer

This form is available electronically.

OMB No. 0505-0027
Expiration Date: 12/31/2018

USDA

United States Department of Agriculture

AD-1049

Certification Regarding Drug-Free Workplace Requirements (Grants)
Alternative I – For Grantees Other Than Individuals

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L.100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Three Before Completing Certification)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about –

   a. The dangers of drug abuse in the workplace;

   b. The grantee's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).

4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –

   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE *(Street Address, City, County, State, Zip Code)*	
12014 S. Williams St., Dunnellon, FL 34431	
Check [ ] if there are workplaces on file that are not identified here.	
ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
DUNNELLON, CITY OF	Police Cars and Equipment
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
Walter Green, Mayor	
SIGNATURE(S)	DATE 01/09/2017

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

This form is available electronically.

OMB No. 0505- 0027
Expiration Date: 12/31/2018

USDA

United States Department of Agriculture

AD-1047

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
City of Dunnellon	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
Walter Green, Mayor	
SIGNATURE(S)	DATE 01/09/2017

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Instructions for Certification

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Dunnellon
(name)

01-09-2017
(date)

Walter Green, Mayor
(title)

000

Mike McQuaig

From: Lonnie Smith <lsmith@dunnellon.org>
Sent: Thursday, December 01, 2016 9:06 AM
To: Mike McQuaig
Subject: server need

Chief McQuaig,

You currently are utilizing your network server equipment at 95-100% levels. The existing servers are older and are out of warranty with the manufacturer. Not having a warranty puts you at risk for long downtimes in the event of a hardware failure and possible data loss. I highly recommend that you purchase a new Dell server with current software and a new warranty.

You will also require a new network switch as the old one is limited to 10/100 ports speeds and that currently is hindering the timely completion of backups. You store a large amount of video data and backups are taking much too long to complete. The upgrade to a Cisco gigabit (10/100/1000) switch will increase your reliability as well as shorten the time needed to make necessary backups.

The city has "State contract" pricing with Dell for the purchase of the above items should you need to order soon. Contract #: WN08AGW Customer Agreement #: 43211500-WSCA-15-ACS

Thanks,

Lonnie Smith
IT/ Community Development
City of Dunnellon
352-465-8500 x1011
lsmith@dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from city officials regarding city business is public record and open to inspection including names, addresses and email addresses. Therefore, your email communication may be subject to public disclosure.

Department of Management Services

Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

Effective Period	09/30/2015 through 03/31/2017
Contract Type	Alternate Contract Source
Contract Information	How to Use this Alternate Contract Source Products Categories List • Contractors • Pricing
Contract Documents	Forms and Other Information Amendments and Memorandums Master Agreements Participating Addendas
Contract Administration	• Jeremy Williams • (850) 414-6740 • Jeremy.Williams@dms.myflorida.com
Commodity Codes	UNSPSC-43211500, UNSPSC-43211600, UNSPSC-43211900

Description

This alternate contract source (ACS) authorizes the use of the National Association of State Procurement Officials' ValuePoint Program (NASPO ValuePoint) Computer Equipment, Peripherals and Services contract, which was competitively solicited and awarded by the State of Minnesota.

Benefits

- This contract is available only for products not on state term contracts.
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Ace, Apple, ByteSpeed, Ciara, Cisco, Computer Technology Link, Dell, EMC, Firefly, Fujitsu, HP Inc., HP Enterprise, Hitachi, Howard, IBM, Lenovo, M&A Technology, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Tegile, Tintri, Transource, and Xiotech.

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > Alternate Contract Source > Computer Equipment, Peripherals & Services > Contractors

Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Ace Tech Partners	A - Non-Minority	No	No	Yes	Statewide
Apple	A - Non-Minority	No	No	No	Statewide
Ciara	A - Non-Minority	No	No	No	Statewide
Cisco	A - Non-Minority	No	No	Yes	Statewide
CTL	A - Non-Minority	No	No	No	Statewide
Dell	A - Non-Minority	No	No	Yes	Statewide
EMC Corp.	A - Non-Minority	No	No	Yes	Statewide
Firefly	A - Non-Minority	No	No	No	Statewide
Fujitsu	A - Non-Minority	No	No	Yes	Statewide
Hitachi	A - Non-Minority	No	No	No	Statewide
Howard	A - Non-Minority	No	No	No	Statewide
HP Enterprise	A - Non-Minority	No	No	Yes	Statewide
HP, Inc.	A - Non-Minority	No	No	Yes	Statewide
IBM	A - Non-Minority	No	No	No	Statewide
Lenovo	A - Non-Minority	No	No	Yes	Statewide
Microsoft	A - Non-Minority	No	No	Yes	Statewide
Microtech	A - Non-Minority	No	No	Yes	Statewide
NetApp	A - Non-Minority	No	No	No	Statewide
Nimble		No	No	Yes	Statewide

Terms and Conditions | Privacy Statement | Accessibility Statement | Copyright ©2016 Department of Management Services - State of Florida

BID AWARD ANNOUNCEMENT

FSA16-VEL24.0

Effective Dates:
October 1, 2016 – September 30, 2017

POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

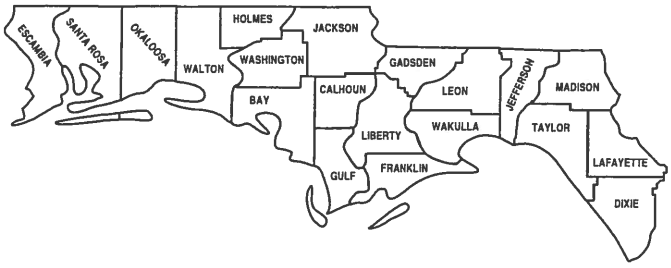
   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

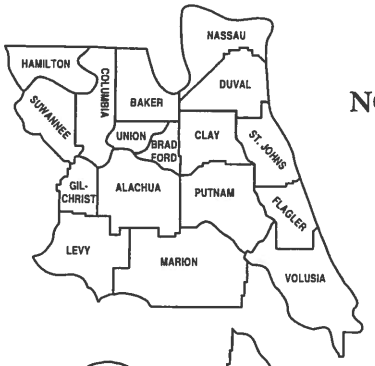
   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

FSA CONTRACT ZONE MAP

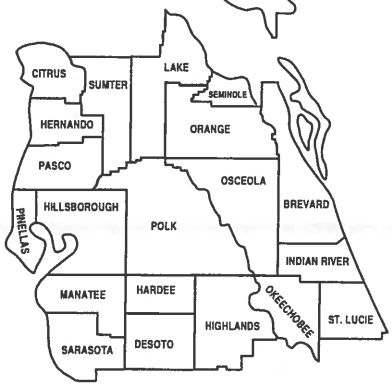
WESTERN



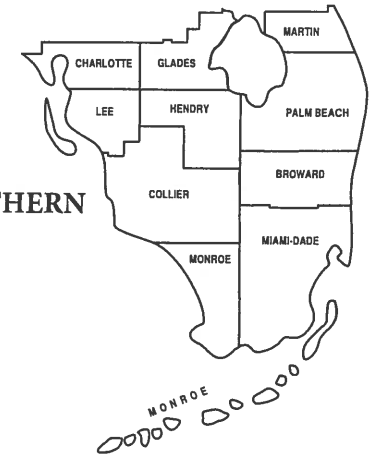
NORTHERN



CENTRAL



SOUTHERN



WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v 10_2015

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

Subject: Motorola Lease-Purchase #LEA2016-05 for Fire and Police Public Safety Radio Communications

Request for Approval: Ratify Attorney Changes post 12/12/16 meeting review

Summary Explanation and Background:

Following approval of the lease agreement at the 12/12/2016 City Council meeting, Attorney Hand found it necessary to make changes to the lease agreement. The amended lease agreement is being presented to Council to ratify the changes. The indemnification section (Section 14) was revised to provide the City with necessary protections and limit the City's liability for potential claims.

Fiscal Information:

_____ - _____ _____ _____ - _____ _____ - _____

Project No. (If applicable)

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Ratify Attorney Hand's changes to the lease agreement

Initiated by: AH /

From:	Dawn Bowne
To:	Mandy Roberts; Lynn Wyland; Loretta Barton; Troy Slattery
Subject:	Fw: Attached Image
Date:	Wednesday, December 14, 2016 7:11:23 AM
Attachments:	4539_001.pdf ATT00001.htm

Mandy, this appears to be the final clean copy of the fire/police radio purchase contract with Andrew's changes post approval Monday night as he found several issues that needed corrected before being signed. Please prepare for mayor signature today asap and it should saved to be ratified by council in January because of changes. Loretta please put in follow up file for council workshop.

Let me know of you received this email asap because of email issues.

Sent from my Verizon 4G LTE Smartphone

------ Original message------
From: Andrew Hand
Date: Tue, Dec 13, 2016 1:24 PM
To: Dawn Bowne;Troy Slattery;
Subject: Fwd: Attached Image

Sent from Andrew's iPhone

Begin forwarded message:

> **From:** "Bill Stancik" <bill.stancik@motorolasolutions.com>
> **To:** "Andrew Hand" <ahand@shepardfirm.com>, "Michelle Poole" <michelle.poole@motorolasolutions.com>
> **Subject: Fwd: Attached Image**
>
> clean copy of lease for signatures
> ---------- Forwarded message ----------
> From: <noreply@motorolasolutions.com>
> Date: 2016-12-13 11:42 GMT-06:00
> Subject: Attached Image
> To: Bill Stancik <bill.stancik@motorolasolutions.com>

--
Motorola Solutions Credit Company LLC
Customer Financing / Finance Mgr
500 W. Monroe / 44th floor
Chicago, IL 60661
email: bill.stancik@motorolasolutions.com
office: 847-538-4531

MOTOROLA SOLUTIONS

November15, 2016

Chief McQuaig
CITY OF DUNNELLON
12014 S. Williams Street
Dunnellon FL 34432

RE: Municipal Lease #24017

Dear Chief McQuaig:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24017 are valid for contracts that are executed and returned to Motorola on or before December 15, 2016 After 12/15/16, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

ELPA FL Short C 72816

EQUIPMENT LEASE-PURCHASE AGREEMENT

#LEA2016-05

Lease Number: 24017

LESSEE:

CITY OF DUNNELLON
12014 S. Williams Street
Dunnellon FL 34432

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto *("Equipment")* in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement *("lease")*.

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto *("lease Term")*.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A *("Equipment Location")*. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that

the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. **REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the *"Contract")* covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee *("Assignee").* LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCT ION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the *"Code");* (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and **(ix)** Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor

unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment that result from the Lessee's sole negligence, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Nothing herein shall be deemed a waiver of the City's sovereign immunity beyond that described in Section 768.28, Florida Statutes. The City's indemnification shall be limited to $200,000 for a single claim and $300,000 for multiple claims arising out of the same incident, as set forth in § 768.28(5), Florida Statutes, whether the claim(s) sound in contract or tort.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of

certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of Florida.

22. VENUE, ATTORNEY'S FEES. Venue for any action for claims arising from or relating to claims arising from this Agreement shall lie in Marion County, Florida. The prevailing party in any action, lawsuit, appeal, or other legal proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party.

23. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

24. ENTIRE AGREEMENT; WAIYER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 24017

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24017** ("Lease"), between Lessor and CITY OF DUNNELLON, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: **December 1, 2016**
First Payment Due Date: **December 1, 2017**

3 annual payments of $58,169.67 as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Dunnellon (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/1/2016	$ 174,509.00	1		
2	Payment	12/1/2017	$ 58,169.67	3	Annual	12/1/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/1/2016				$174,509.00
1	12/1/2017	$ 58,169.67	$ -	$ 58,169.67	$116,339.33
2	12/1/2018	$ 58,169.67	$ -	$ 58,169.67	$ 58,169.66
3	12/1/2019	$ 58,169.67	$ 0.01	$ 58,169.66	$ -

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is $165,397.25 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.73%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: $174,509

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on ~~November~~ December 12th, 2016 following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF DUNNELLON (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby desigates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name
CITY OF DUNNELLON

2 Issuer's employer identification number (EIN)
596000311

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
12014 S. Williams Street

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Dunnellon FL 34432

7 Date of issue
12/1/2016

8 Name of issue
Equipment Lease-Purchase Agreement 24017

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	165,397.25
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/19	$ 165,397.25	$ 165,397.25	3 years	2.73 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	165,397.25
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Walter Green — 12-14-2016 — ▶ Walter Green, Mayor

Signature of issuer's authorized representative — Date — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24017** to that Equipment Lease Purchase Agreement number **24017** will be maintained by CITY OF DUNNELLON as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Florida Municipal Insurance Trust

Name of insurance provider

P.O. Box 530065

Address of insurance provider

Orlando, FL 32853

City, State and Zip Code

800-445-6248

Phone number of local insurance provider

msolis@flcities.com or ahanson@flcities.com

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24017** , City of Dunnellon hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	$1,000,000	10/1/16	10/1/17	FMIT0150
Property Damage	$1,000,000	10/1/16	10/1/17	FMIT0150
Public Liability	$1,000,000	10/1/16	10/1/17	FMIT0150

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 24017 to that Equipment Lease Purchase Agreement number24017. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24017 and list any deductibles

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

   Fire Rescue and Law Enforcement Communications

2. Why is the equipment essential to the operation of CITY OF DUNNELLON?

   Fire & Police communication with each other and dispatch

3. Does the equipment replace existing equipment? Yes

   If so, why is the replacement being made?

   Equipment is nearing the end of service/repair. Outdated/parts unavailable

4. Is there a specific cost justification for the new equipment? Yes

   If yes, please attach outline of justification.

   City receiving discount price by participating in the purchase with Marion County

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? 1 cent sales tax revenue

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address: City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

   E-mail Address: AccountsPayable@Dunnellon.org

   Attention: Sue Lavac

   Phone: 352-465-8500

2. Lessee County Location: Marion County

3. Federal Tax I.D. Number 596000311

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: Public Safety Communications

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address: Troy Slattery
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

   Phone: 352-465-8595 Cell #: 352-445-1150

   Fax: 352-465-8505

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.
Equipment Lease Purchase Agreement No.: 24017 Lease Schedule A No. : 24017

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#24017. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF DUNNELLON

By: _____

Date: _____

LESSEE:
CITY OF DUNNELLON

By: Walter Allen

Title: Mayor 12/14/16

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

Title: Authorized Signatory

CERTIFICATE OF INCUMBENCY

I, Amanda Roberts do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of CITY OF DUNNELLON, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number24017 between CITY OF DUNNELLON and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF DUNNELLON hereto this 14th day of December, 2016.

By: _____ SEAL
(Signature of Secretary/Clerk)

Approved as to form and legal sufficiency:

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement# 24017 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

_____
Attorney for CITY OF DUNNELLON

25. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of December, 2016

PROCLAMATION #PRO2017-01

COMMEMORATING CITY OF DUNNELLON SCHOOL CHOICE WEEK

WHEREAS, all children in the City of Dunnellon should have access to the highest-quality education possible; and

WHEREAS, the City of Dunnellon recognizes the important role that an effective education plays in preparing all students in the City of Dunnellon to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of the City of Dunnellon; and

WHEREAS, the City of Dunnellon is home to a multitude of excellent education options from which parents can choose for their children; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, be it proclaimed the City Council of the City of Dunnellon, Florida, does hereby recognize January 22 – 28, 2017 as:

"City of Dunnellon School Choice Week"

and call this observance to the attention of all of our citizens.

PASSED and PROCLAIMED this 9th day of January 2017.

DUNNELLON CITY COUNCIL

_____
WALTER GREEN, Mayor

_____
RICHARD HANCOCK, Vice-Mayor

_____
CHARLES J. DILLON III, Councilman

_____
LARRY WINKLER, Councilman

_____
VALERIE HANCHAR, Councilwoman

ATTEST:

_____
Dawn M. Bowne, MMC
City Clerk, City of Dunnellon
State of Florida