

Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
January 11, 2016
5:30 P.M.

PLEASE NOTE: Individuals wishing to address the City Council please sign in. A three-minute time limit will be administered. PLEASE TURN CELL PHONES OFF.

Call to Order

Pledge of Allegiance

Opening Prayer/Moment of Silence (suggested time limit: 1 minute
Mayor to request if any invitee is present to open with prayer; if no invitee is present, Mayor will ask if a Dunnellon citizen will volunteer. If no volunteers, a moment of silence will be offered. If a citizen outside of Dunnellon requests to open with prayer, (s)he may so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication (Posted on the City's website and City Hall bulletin board on Friday, January 8, 2016)

Chairman's Comments Regarding Agenda
Public Comments

CONSENT AGENDA

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

1. CITY COUNCIL WORKSHOP MINUTES

Nov. 4, 2015

Documents: [cwm20151104.pdf](#)

2. CITY COUNCIL MINUTES

Nov. 09, 2015

Dec. 08, 2015 Special

Documents: [cmm20151109.pdf](#), [cmm20151208_special.pdf](#)

3. APPROVE PROCLAMATION #PRO2016-01, DUNNELLON HIGH SCHOOL TIGERS WEEK

Documents: [PRO2016_01DunnellonHighSchoolTigersWeek.pdf](#)

4. AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-09, LIGHTING SERVICE AGREEMENT WITH DUKE ENERGY

Documents: [AGR2016_09LightingServiceAgreementwithDukeEnergy.pdf](#)

5. AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-01, LEGAL SERVICES CONTRACT - ANDREW HAND WITH SHEPARD, SMITH & CASSADY, P.A.

Documents: [AGR2016_01Legal Services Contract_Andrew Hand_Shepard_Smith_Cassady.pdf](#)

6. AUTHORIZE MAYOR TO SIGN AGREEMENT #ARG2016-08, MEMORANDUM OF UNDERSTANDING WITH MARION COUNTY SHERIFF'S OFFICE

Documents: [AGR2016_08MarionCountyMemorandumofService.pdf](#)

7. AUTHORIZE MAYOR TO SIGN VOLUNTARY COOPERATION/OPERATIONAL ASSISTANCE AGREEMENTS: #AGR2016-02, CITY OF BELLEVIEW, #AGR2016-03, CITY OF WILLISTON; #AGR2016-04, CITY OF OCALA; #AGR2016-05, LEVY CO.; #AGR2016-06, CITRUS CO. AND #AGR2016-07, MARION COUNTY PUBLIC SAFETY

Documents: [AGR2016_01AGR2016_07Volcooperationagr.pdf](#)

8. AWARD BID #BID2015-08 TO GWP IN THE AMOUNT OF \$458,382.60 AND AUTHORIZE MAYOR TO SIGN NOTICE OF AWARD

Documents: [BID2015_08ChoiceHotelWaterMainExt.pdf](#)

CONSENT AGENDA APPROVAL

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

REGULAR AGENDA

9. QUASI-JUDICIAL HEARING - TREE REMOVAL PERMIT APPLICATION #PZ1415-096 FOR 20814 W PENNSYLVANIA AVE

Documents: [PZ1415_096 Property Owner Notice_Sally Chesterfield.pdf](#)

10. CONSIDERATION OF TREE REMOVAL PERMIT #PZ1415-096, 20814 W. PENNSYLVANIA AVE, TWO RIVERS INN (Notification To Applicant By Email And Mail On 12/17/2015)

PROPOSED MOTION: Approve the Tree Board's recommendation for no penalties and approve the after-the-fact removal and charge the basic commercial fee.

Documents: [PZ1415_096 TwoRiversSallyChesterfieldFINALPKT.pdf](#)

11. QUASI-JUDICIAL HEARING - TREE REMOVAL PERMIT APPLICATION #PZ1516-016 FOR 11809 CAMP DRIVE

Documents: [PZ1516_016 PropertyOwnerNotice_CharlesMacIntyre.pdf](#)

12. CONSIDERATION OF TREE REMOVAL PERMIT #PZ1516-016, 11809 CAMP DRIVE, CHARLES MACINTYRE (Notification To Applicant By Email And Mail On 12/28/2015)

PROPOSED MOTION: I move to affirm the Tree Board's recommendation to allow removal of one (1) Heritage Pine tree, 34.4" D.B.H. - 11809 Camp Drive - Charles MacIntyre

Documents: [PZ1516_016 MacIntyreTreeRemovalFINALPKT.pdf](#)

13. QUASI-JUDICIAL HEARING - #PZ1516-012 FOR SITE PLAN REVIEW #SPL2015-03 - 12189 S. WILLIAMS ST.

Documents: [PZ1516_012 PropertyandAdjOwnerNotice_HulbertConst_AnglersResortMotel.pdf](#)

14. CONSIDERATION OF SITE PLAN REVIEW #PZ1516-012, 12189 S. WILLIAMS ST., ANGLER'S RESORT MOTEL (Notification To Applicant By Email And Mail And Adjacent Property Owners By Mail On 12/17/2015)

PROPOSED MOTION: I move to find the site plan consistent with the City's Comprehensive Plan.

PROPOSED MOTION: I move the site plan for Angler's Resort be approved.

Documents: [PZ1516_012 HulbertConstAnglersSitePlanReviewFINALPKT.pdf](#)

15. YEAR-TO-DATE BUDGET UPDATE - Quarter Ending December 31, 2015 - JAN SMITH

Documents: [Projected Budget Analysis15_16_Summary.pdf](#),
[EquityAcctChangesandAnalysis.pdf](#)

16. RATIFICATION OF AGREEMENT #AGR2015-34 WITH MARION COUNTY SHERIFF'S OFFICE FOR TEMPORARY ASSUMPTION OF LAW ENFORCEMENT

PROPOSED MOTION: I move agreement #AGR2015-34 be approved and ratify the Mayor's signature on Marion County Sheriff's Office for Temporary Assumption of Law Enforcement Agreement.

Documents: [AGR2015_34MCSOTemporaryAssumpServiceContract.pdf](#)

17. RESOLUTION #RES2016-01, SUPPORTING RAINBOW RIVER SWIM PLAN

PROPOSED MOTION: I move Resolution #RES2016-01 be read by title only.

PROPOSED MOTION: I move Resolution #RES2016-01 be approved.

Documents: [RES2016_01SupportingRainbowRiverSWIM Plan.pdf](#)

18. COUNCIL LIAISON REPORTS AND COMMENTS

19. CITY MANAGER'S REPORT

20. CITY ATTORNEY'S REPORT

- *Rainbow River Ranch Status Report*

ADJOURN

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

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

Dunnellon City Council Workshop Minutes
November 4, 2015
5:30 p.m.

Call to Order – Mayor Whitt at 5:35 p.m.

Pledge of Allegiance – Led by Mayor Whitt

Opening Prayer/Moment of Silence Pastor Russ Randall of the First Baptist Church provided the invocation in honor of Barbara Spitznogle.

Councilman Dillon said he would like to dedicate the new park in Barbara Spitznogle’s name.

Roll Call

Council		Staff
Mayor Whitt	Seat 1	Eddie Esch, City Manager
Vice Mayor Evans	Seat 2	Dawn Bowne, City Clerk
Councilwoman Fleeger	Seat 3	Jan Smith, Finance Officer
Councilman Dillon	Seat 4	Joe Campfield, Public Safety Director
Councilman Green	Seat 5	Virginia Cassady, City Attorney
		Lynn Wyland, Staff Assistant

Proof of Publication – Posted on City's website and City Hall bulletin board on Monday, November 2, 2015.

AGENDA ITEM NO. 1 – BOARD REPORTS

Councilman Dillon discussed the 125th Anniversary Committee plans for the proposed park. He stated Dominic Battista and Kathryn Taubert are working to retrieve a “phosphate cart” located in a pit in Blue Cove and if feasible, the cart would be displayed in the proposed park.

Vice-Mayor Evans stated his term will expire in February 2016 for the TDC. He said another council member may apply, or contact him if they are interested in representing the City.

Mayor Whitt reported on his meeting with the Tri-County Coalition, which includes Inglis, Yankeetown, Levy and Citrus counties regarding the trail connection, which is well underway.

Mayor Whitt stated Gerald Hethcoat, Mayor of Williston, reached out to him and offered any assistance the City may need with the Fire and Police Departments.

AGENDA ITEM NO. 2 – DUNNELLON BUSINESS ASSOCIATION REPORT

There was none.

AGENDA ITEM NO. 3 – CHAMBER OF COMMERCE REPORT

Penny Lofton, Executive Director, reported on previous and upcoming events. She also stated the Lowe's Home Improvement store on Hwy. 200, donated 100 flags for Veteran's Day, which were placed with the scarecrows in the medians within the City.

Mrs. Bowne stated for Veteran's Day, she is working to have flowers for the containers on each side of the memorial in front of City Hall. She requested Council's permission to prepare a proclamation for Veteran's Day to be placed on the agenda for approval on Monday for presentation to the American Legion.

Councilman Dillon reported on the 125th Anniversary Committee. He introduced committee member, Dominic Battista, 19860 SW 93rd Lane, Rainbow Springs.

Mr. Battista enlightened all to the project he named "Operation Dive for Dunnellon's History." He said because he doesn't dive, he talked to Kathryn Taubert, 19436 SW 101st Place Road, Rainbow Springs, and she provided him the names of two divers that are very well known for their ability: Bill Oestreich and Mark Long. Mr. Battista explained they will attempt to take photos of an old phosphate cart that has been in one of the pits located in Blue Cove for over 20 years. He stated everyone is volunteering their time and there would be no expense to the City. He stated if it's feasible, they would like to try and bring the cart to the surface and place it in the proposed park by the Chamber of Commerce.

AGENDA ITEM NO. 4 – MICHELLE-O-GRAM FOUNDATION – MRS. SHERRY ROBERTS

Councilman Green stated Dunnellon has lost two residents within an hour of one other, Barbara Spitznogle and Mrs. Robert's mother. He said Sherry Roberts could not be present due to her mother's passing.

Councilman Green provided a background of this foundation and the program's effort.

Mrs. Bowne stated the funds are kept local and the foundation was created after the passing of Michelle Blausser Standridge.

Moved after Item #4

AGENDA ITEM NO. 19–PUBLIC COMMENTS

Joan Duggins, 19687 SW 88th Loop, Rainbow Springs, commented on the Public Safety Director position and the Fire and Police departments.

Kathryn Taubert, 19436 SW 101st Place Road, Rainbow Springs, discussed the diving project to recover the phosphate cart. She also discussed the amendments to the Comprehensive Plan.

Robert Baumann, 11473 Seminole Rd., requested that Council apply Marion County's ordinance regarding laying hens within the City Limits.

Paul Marraffino, 19544 SW 82nd Place Rd., Rainbow Springs, discussed the proposed amendments to the Comprehensive Plan.

Burt Eno, 9220 SW 193rd Circle, Rainbow Springs, discussed the Rainbow River Ranch (RRR) settlement case and the Answer Brief, which was submitted and signed by Attorney Cassady.

Council and staff engaged in lengthy discussion regarding the signing the Answer Brief, in the RRR case, by Attorney Cassady.

Mary Ann Hilton, 12078 Palmetto Ct., Blue Cove, commented on the following:

- Item 5, City Poultry Regulations
- The parking and parking lots in the City
- Attorney Cassady signing the Answer Brief in the RRR case
- Planning Commission meetings for the Comprehensive Plan

Brenda D'Arville, 11661 Camp Drive, Blue Cove, discussed the Planning Commission meetings being cancelled many times and reiterated that the Planning Commission was only tasked to review certain parts of the elements of the Comp Plan. She commented on the additional changes to the proposed amendments not reviewed by the committee. She stated the need for clear directions from Council as to what they expect of the Commission.

Attorney Cassady addressed not being present at the Planning Commission meetings and the changes she proposed to the Comp Plan. She said the changes were discrepancies that should have been caught and vetted by the Committee. She stated she is not a planner, but she has been tasked with this by the Council even though she objected.

Attorney Cassady explained the requirement and urgency to submit the proposed amendments by December 1, 2015. She stated under the Community Planning Act, if the City does not submit the amendments by December 1st, DEO cannot consider any other plan amendments. She explained if the City does not transmit the documents from Monday night's Council meeting, it's going to cost the City thousands of dollars.

Louise Kenny, 19970 Ibis Ct., Blue Cove, discussed Item 6, the Comp Plan amendments and the changes the City Attorney proposed. She also commented on the RRR case Answer Brief.

Bill Vibbert, 9552 SW 192nd Court Rd., Rainbow Springs commented on the Comp Plan and recommended the Conservation Element be reviewed by the Planning Commission.

Pam MacIntyre, 11809 Camp Drive, Blue Cove, commented on the Comp Plan and recommended tabling until the commission has reviewed the proposed amendments.

Council and staff engaged in lengthy discussion regarding the timeframe and requirements of submitting the amendments to the Comp Plan.

Councilman Dillon stated he would like Council to submit the changes we have now and immediately start on the next amendments.

Mayor Whitt announced the Florida Department of Environmental Protection and Rainbow Springs Aquatic Preserves will hold a public meeting on Tuesday, December 8, 2015 from 6:00 p.m. to 7:30 p.m. at the Dunnellon Public Library located at 20351 Robinson Road, Dunnellon.

AGENDA ITEM NO. 5 – CITY POULTRY REGULATIONS – COUNCILMAN GREEN

Councilman Green stated some residents have contacted him inquiring about permission to own laying hens. He stated he is not requesting to allow roosters in the City, only laying hens. He stated he would like to see the City’s Code mirror the County ordinance, which allows six (6).

Vice-Mayor Evans stated the County’s ordinance states the resident of having a minimum of five acres.

Councilman Dillon said he did not want to see the chicken pens in resident’s front yard.

Council and staff engaged in brief discussion. Council requested staff to research and present a draft ordinance to Council.

AGENDA ITEM NO. 6 – COMPREHENSIVE PLAN AMENDMENT #CRP2015-01

Vice-Mayor Evans discussed the errors he found in the following response and comments from Florida Regional Planning Council dated October 26, 2015:

FLORIDA REGIONAL COUNCILS ASSOCIATION LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENT REVIEW FORM 01	
Regional Planning Council: North Central F1	Regional Planning Council Item No.: 82
Review Date: 10/22/15	Local Government: City of Dunnellon
Amendment Type: Draft Amendment	Local Government Item No.: Ord. 2015-10
	State Land Planning Agency Item No.: 15-IESR
Date Mailed to Local Government and State Land Planning Agency: 10/23/15 (estimated)	

Pursuant to Section 163.3184, Florida Statutes, Council review of local government comprehensive plan amendments is limited to adverse effects on regional resources and facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the state land planning agency within 30 calendar days of receipt of the amendment.

DESCRIPTION OF AMENDMENTS

The amendment contains text amendments to address numerous obsolete or legally deficient provisions contained within the Conservation Element, Future Land Use Element, Public Facilities Element, and the Aquifer Protection Element. Additionally, City Future Land Use Element Policy 1.10 is amended to allow three parcels to be developed as single family residences which are classified as Conservation on the Future Land Use Map. Finally, Conservation Element Policy 9.1 is amended to waive minimum setback requirements from rivers and springs for lots of record created prior to 2008 (see attached).

1. ADVERSE EFFECTS TO SIGNIFICANT REGIONAL RESOURCES AND FACILITIES IDENTIFIED IN THE STRATEGIC REGIONAL POLICY PLAN

The City is bisected by U.S. Highway 41, and County Road 40, both of which are identified in the Withlacoochee Strategic Regional Policy Plan as Regional Transportation Facilities. Significant adverse impacts are not anticipated to these regional facilities as no significant increase in allowable use or intensity of use will occur as a result of the amendment.

Both the Rainbow and Withlacoochee Rivers, as well as Rainbow Springs, are located within the City. Both rivers as well as Rainbow Springs are identified and mapped as Natural Resources of Regional Significance in the Withlacoochee Strategic Regional Policy Plan.

Withlacoochee Strategic Regional Policy 4.3.6 states, "Retain vegetated buffer strips along the banks of regionally significant surface waters. Buffers should be of sufficient width to prevent erosion, trap the sediment in runoff, and filter out nutrients. Buffer width and vegetative material should be defined by local governments with assistance from the water management districts and the Florida Department of Environmental Protection."

Deletion of the 150-foot setback for lots of record prior to 2008 may result in significant adverse impacts to these Natural Resources of Regional Significance. Therefore, it is recommended that a buffer strip be reduced to a width of 75 feet. The 75-foot width reflects the minimum buffer for rivers and springs necessary to receive an Environmental Resources Permit from the Southwest Florida Water Management District (see attached).

Vice-Mayor Evans said from his point of view, these people do not understand all the comments they are making. He asked if an ERP from SWFWMD should be required to build on a water front lot in an existing platted subdivision. He stated if Council would approve, he would be willing to work with staff to come up with a response, with data-backed information on this so it can be returned to a point that if somebody wanted to build on those lots in Blue Cove or on Palmetto Way, they would not be subjected to the seventy-five foot setback.

He also discussed the insertion in the Conservation Element regarding nitrates and fertilizer infiltration into ground and surface water.

AGENDA ITEM NO. 7 – PUBLIC SAFETY DIRECTOR – CITY MANAGER EDDIE ESCH

Mr. Esch provided his update regarding the Public Safety Director. He said he is working in the direction of going with a Fire Chief and Police Chief. He stated Lt. Slattery, from the Fire Department is willing to move into the position of Interim Fire Chief. He stated Sergeant Webb is on vacation and he will be in touch with her regarding an interim position in the Police Department. Mr. Esch stated the City will be advertising for the Fire and Police Department positions in the near future.

Mr. Esch stated he has talked to the Florida Police Chief's Association and they have an "Interim Police Chief" program and can have someone available to the City if necessary. He said they will also assist the City in the selection of a new Police Chief as we move forward.

Councilman Dillon stated he doesn't feel the City can afford a full-time paid Fire Department. He proceeded to discuss the costs. He said he would like Marion County Fire Department to make a presentation to City Council to include options for the City to consider for the County to manage the department.

Council and staff engaged in lengthy discussion regarding the numbers provided by Stuart McElhaney, Marion County Fire Chief, during a meeting with Mr. Esch and Mayor Whitt.

Councilman Green expressed his respect and gratitude to Chief Campfield for his services to the City.

AGENDA ITEM NO. 8 – PARKING – COUNCILMAN DILLON

Councilman Dillon discussed his concern regarding the patrons and employees of the Blue Gator restaurant parking in the City's parking lot. He has asked staff for a legal opinion regarding the liability insurance.

Mrs. Bowne explained she contacted the Florida League of Cities and received a recommendation from David Cominsky in the Property & Liability Claims department. She stated Mr. Cominsky recommended having the City Attorney secure an indemnity agreement from the restaurant and request they list the City as an additional insured on their policy.

Mr. Esch explained the City has been working with the owner regarding the rebuild of the motel and addressing the continual parking issues.

Questions were received from the following:

- Paul Cowan, 20101 Short Tower Way
- Patricia Slattery, 19784 SW 93rd Lane, Rainbow Springs
- Linda Fernandez, 12499 N. Waterway

Council and staff engaged in discussion regarding the restaurant and public parking lot.

**AGENDA ITEM NO. 9 – BUILDING INSPECTION SERVICES RFP #BID2015-06
(STAFF SUMMARY TO BE PROVIDED AT MEETING)**

Mr. Esch presented the following staff report:

STAFF SUMMARY

BID2015-06 BUILDING INSPECTION SERVICES – RESIDENTIAL / COMMERCIAL

CURRENT: Our cost is 80% of the permit fees for building and zoning as per Schedule A.

PROPOSED: Cost increasing to 90% up to \$100,000 permit fee; 85% for permit fee over \$100,000.

CODE ENFORCEMENT SERVICES (optional at city's discretion): \$35/HOUR for services rendered during regular business hours. See Tab 8, paragraph 2 for detail of services to be provided.

Staff does not agree with the 90% rate. The rate needs to remain at 80% because the city provides:

- Permitting services to applicants from initial application to completion
- Permit submission accuracy
- Package preparation
- Communication liaison
- Applicant education
- Document management
- Financial tracking and reporting
- Fee determination and collection

The building inspection services company provides:

- Plan reviews
- Inspections scheduling
- Interim and final inspections
- Staff and applicant education
- Designated floodplain manager

Both staff and building services do a great deal of work and customer support, providing top level customer service with great turnaround times. The fees for services should remain the same, not increase as the level and type of service provided will not increase.

The addition of *optional* Code Enforcement services, if considered/accepted, would be covered by the bid amount.

RECOMMENDATION: Staff recommends negotiating the existing bid submission for building inspection services at 80%.

Council agreed with staff's recommendation.

AGENDA ITEM NO. 10 – CITY ATTORNEY RFP #BID2015-07 (Item Modified to add backup)

Mrs. Bowne stated two proposals were received. One from Andrew Hand with Shepard, Smith & Cassady, P.A. and the other from Norm D. Fugate, P.A. in Williston, FL.

She presented the following:

City Attorney RFP/BID2015-07 (Listed in no particular order)

Law Firm/Attorney	Hrly Rate or Mntly Lump Sum Retainer Fee	Travel-Hrly Rates	Litigation-Hrly Rates	Review Bond/Note Issue-Hourly Rates	Other
Andrew Hand - Primary Attorney - Shepard, Smith & Cassady, P.A. (Maitland, FL) Asst. Attorneys - Cliff Shepard, Drew Smith, Virginia Cassady and Kalanit Oded	\$175	\$175.00 to and from Marion County (Council Meetings & Workshops included in standard rate)	\$200.00	\$200.00	\$75.00 per hour for paralegal services related to real estate closing
Norm D. Fugate, P.A. (Williston, FL) Blake Fugate	\$5,500 per month retainer fee	None	\$200.00	\$200.00	All additional charges such as secretarial, paralegal, postage, per diem etc. included in retainer fee

Council and staff engaged in brief discussion. Council requested staff to schedule interviews with both at the next Council workshop on December 9, 2015.

AGENDA ITEM NO. 11 – RESOLUTION #RES2015-36, PERSONNEL MANUAL AMENDMENT

Mrs. Bowne discussed the recent modifications to the City’s Pay and Classification plan in the City’s Personnel Manual, approved by the City Manager, to include the position of Public Safety Director.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 12 – AMENDMENT TO SECTION 39 OF CITY’S CHARTER NEEDED TO COMPLY WITH FEDERAL REQUIREMENTS FOR MAILING OF OVERSEAS BALLOTS

Mrs. Bowne stated Mr. Wesley Wilcox, CERA, Marion County Supervisor of Elections notified the City that our run-off election date outlined in our Charter does not provide him adequate time to mail overseas ballots. Mr. Wilcox stated he would prefer a minimum of 70 days.

Mrs. Bowne explained there are areas that do not affect the Charter but do affect the City’s Election Code creating conflict and need to be corrected. Various places in the Code state when the new Council members will take office, which is the first meeting after the election. She explained there could be a conflict because the City cannot put someone in office until the Supervisor of Elections has formally and officially certified these election results. Mrs. Bowne said there could be an issue that requires a recount, and a number of issues that could

cause a delay. She stated it is possible, Council's first meeting following an election may not provide the Supervisor of Elections enough time. She said Mr. Wilcox would like to address the run-off election by either completely removing the requirement for a special election and draw lots, or extending the date for the special election.

Mrs. Bowne recommended placing this item on the regular agenda for the next meeting and Council could make a motion as to which way they would like to draft an ordinance. After some discussion by Council and staff, City Council directed staff to draft a referendum ordinance for a special election in the event of a tie, to be held the third Tuesday in January.

Councilman Dillon recommended placing this along with the fire assessment referendum and presenting to the voters at the same time.

AGENDA ITEM NO. 13 – DUNNELLON AIRPORT SIGN (Letter from Larry Winkler)

Mr. Esch discussed the letter Mr. Winkler sent to the editor of the newspapers and provided the history and naming of the airport. He stated that he contacted Mounir Bouyounes, Marion County Administrator, regarding this issue.

Mr. Esch stated based on his conversation with Mr. Bouyounes, in respect to the Army Airfield, they are going to do a memorial at the entrance to the FBO recognizing it as the "Dunnellon Army Airfield" as it was, and also on the entrance sign of 484, they are going to leave it "Marion County Airport" and add "Dunnellon Field" or "Dunnellon, Florida". Mr. Esch stated he reassured the County that airport is a key component and identifier for Dunnellon.

AGENDA ITEM NO. 14 – #AGR2012-97, AMENDMENT #4 TO IPO #41 WITH KIMLEY HORN – US 41/SR45-EAST MCKINNEY WATER MAIN REPLACEMENT

Mr. Esch explained the increase is due to the additional construction administration services required, caused by unforeseen conditions involving inaccurate and unreliable as-built, record drawings and historical data. He said this amendment increases the contract amount by \$7,500 for a total contract amount of \$107,500.

Mr. Esch said the good news is the construction side of the project itself came in under budget, but because Kimley-Horn's inspection times were extended beyond the anticipated time, the project ran over approximately 12 weeks. He stated the project is completed and this is the last amendment.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 15 – ASF GRINDER PUMP EXCHANGE PURCHASE ORDER REQUEST

Mr. Esch stated the City utilizes E1 pumps in the sanitary sewer system. He said Water Resource Technologies (WRT) is the sole distributor for R1 in the Florida area. He

explained in 2013, plant operations successfully negotiated a replacement/exchange agreement with WRT in order to save money and down-time for critical needed equipment. Mr. Esch said for efficiency and administrative time savings, an ongoing purchase is requested encumbering \$16,200 of FY2016 funds budgeted specifically for this program. He stated any unspent funds at the closing of the purchase order will revert back into the budget.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 16 – COUNCIL COMMENTS – Councilman Dillon
125 Anniversary Project Update

Councilman Dillon addressed this item earlier in the meeting during the “Board Reports”.

AGENDA ITEM NO. 17 – COUNCIL COMMENTS – Councilman Green
Dunnellon Memorial Gardens Road

Councilman Green discussed the deplorable condition of the roads in Dunnellon Memorial Gardens Cemetery. He stated the cemetery is not in the City limits, therefore gas taxes cannot be used to fund road improvements. He stated he would like to contact adjacent properties to the cemetery regarding voluntarily annexing in the City and then proceed with annexing the cemetery.

Hotel Utility Update

Councilman Green attended the UAB meeting. He and Mr. Esch discussed the inner-connection of the hotel and the Rainbow Springs water system.

Consolidation of City Employee Positions

Councilman Green discussed combining the positions of the City Clerk and the City Manager. There was discussion by Council. Mrs. Bowne stated for the record she did not know about this agenda item until right before publication of the agenda. She stated she did advise Mr. Esch of the agenda item. She also stated she discussed her concerns with Councilman Green and is no way lobbying for the City Manager position. Councilman Green confirmed Mrs. Bowne’s statement.

Councilman Dillon stated it would have to go to referendum because it’s in the City’s Charter.

Councilman Dillon announced that his wife, Jayne Dillon, who is a member of the Police Officers and Firefighters Pension Board, will be attending a class in Orlando for the Pension Board. He stated he will be accompanying her and City will be funding her expenses only.

AGENDA ITEM NO. 18–CITY MANAGER COMMENTS

Mr. Esch provided his report on the following:

- Meeting with Mounir Bouyounes, County Administrator, regarding the possibility of turning the traffic lights over to the County. Also, discussed with Mr. Bouyounes the possibility of helping the City with the 125th Anniversary.

- Conceptional drawings of trails
- The deed for Lumapas
- Plan to subsidized the gas tax. County looking to do something
- Fuel-piggy back off of the County

The meeting was adjourned at approximately 10:17 p.m.

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

Dunnellon City Council Minutes
November 9, 2015
5:30 p.m.

Call to Order – Mayor Whitt at 5:30 p.m.

Pledge of Allegiance – Led by Mayor Whitt

Opening Prayer/Moment of Silence - Pastor Tom Welch provided the invocation.

Roll Call

Council		Staff
Mayor Whitt	Seat 1	Eddie Esch, City Manager
Vice Mayor Evans	Seat 2	Dawn Bowne, City Clerk
Councilwoman Fleeger	Seat 3	Joe Campfield, Public Safety Director
Councilman Dillon	Seat 4	Virginia Cassady, City Attorney
Councilman Green	Seat 5	Lynn Wyland, Staff Assistant

Fire Chief Campfield left the meeting at approximately 6:52 p.m.

Councilwoman Fleeger left the meeting at approximately 9:45 p.m.

Proof of Publication – The Agenda was posted on the City's website and City Hall bulletin board on Friday, November 6, 2015.

Chairman's Comments Regarding Agenda

Mayor Whitt moved Items #3 and #8 to the beginning of the agenda, before **Public Comments** and the **Consent Agenda**. He asked all to proceed to the memorial in front of City Hall for a special Veteran's Day presentation.

6. PRESENTATION OF PROCLAMATION #PRO2015-06, VETERANS DAY

The following donated items in honor of Veteran's Day:

- Jerri Gibbs, of Turner House, donated the flowers for the memorial
- Lowes Home Improvement donated 100 flags
- Paul Cowan, Jr. donated flags

Mayor Whitt read the following proclamation:

“PROCLAMATION #PRO2015-06
VETERANS DAY

WHEREAS, Since the birth of our Nation, American patriots have stepped forward to serve our country and defend our way of life. With honor and distinction, generations of servicemen and women have taken up arms to win our independence, preserve our Union, and secure our freedom. These heroes have put their lives on the line so that we might live in a world that is safer, freer and more just. We owe them a profound debt of gratitude; and

WHEREAS, American's throughout this nation have set aside Veterans Day for special remembrance of the Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen who have rendered the highest service any American can offer. On this day we salute and we rededicate ourselves to fulfilling our commitment to all those who serve in our name, and as more members of our military return to civilian life, we must support their transition and make sure they have access to the resources and benefits they have earned; and

WHEREAS, Today we are reminded of our solemn obligation: to serve our veterans as well as they have served us. As a Nation, we must ensure that every veteran has the chance to share in the opportunity he or she has helped to defend. Those who have served in our Armed Forces have the experience, skills, and dedication necessary to achieve success as members of our civilian workforce. Our Nation must dedicate itself to ending the tragedy of homelessness among our veterans by providing them with quality health care, access to education and the tools they need to find a rewarding career; and

WHEREAS, We recognize the sacrifice of those who have been part of the finest fighting force the world has ever known and the loved ones who stand beside them. We will never forget the heroes who made the ultimate sacrifice and all those who have not yet returned home. The sound of taps will fill the air at countless ceremonies around the country and at our bases overseas in tribute to those who gave their lives. On this special day, our hearts and prayers also turn to those who were disabled while serving their country; and

WHEREAS, the United States Congress has declared that November 11th of each year shall be set aside as a legal public holiday to honor our Nation's veterans.

NOW, THEREFORE, the City Council of the City of Dunnellon hereby acknowledges Wednesday, November 11, 2015 as VETERANS DAY in the City of Dunnellon. We encourage all Americans to recognize the valor and sacrifice of our veterans through appropriate public ceremonies and private prayers; by displaying the flag of the United States of America; and participating in patriotic activities in their communities.

PASSED and PROCLAIMED this 9th day of November 2015.”

Gladys Murphy, from the American Legion and several members of the military accepted the proclamation.

8. SPECIAL PRESENTATION BY DUNNELLON CITY COUNCIL TO LT. BRIAN SPIVEY

Mayor Whitt made a presentation to former Lieutenant, now “Captain” Brian Spivey, from the Marion County Sheriff’s Office. Captain Spivey’s family and Sheriff Blair were also present. Mayor Whitt presented Captain Spivey with a plaque and thanked him for his service to the City.

Public Comments

Comments from the following were deferred to the Comp Plan public hearing:

- Kathryn Taubert, 19436 SW 101st Place Rd., Rainbow Springs
- Bill Vibbert, 9552 SW 192nd Court Rd., Rainbow Springs

CONSENT AGENDA

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

1 CITY COUNCIL WORKSHOP MINUTES

September 9, 2015
October 7, 2015

Documents: [cwm20150909.pdf](#), [cwm20151007.pdf](#)

2. CITY COUNCIL MINUTES

August 26, 2015 Special
September 14, 2015
September 28, 2015 Special
October 12, 2015

Documents: [cmm20150826_Special.pdf](#), [cmm20150914.pdf](#),
[cmm20150928_Special.pdf](#), [cmm20151012.pdf](#)

3. APPROVE PROCLAMATION #PRO2015-06, VETERANS DAY

Documents: [2015_06_Veterans Day.pdf](#)

4. AUTHORIZE PURCHASE REQUESTS FOR GRINDER PUMP EXCHANGE PROGRAM FY 2016 WITH WRT

Documents: [Grinder Pump Xchg POR with backup.pdf](#)

5. AUTHORIZE MAYOR TO SIGN AMENDMENT #4 TO #AGR2012-97 - IPO 4 WITH KIMLEY HORN, FOR US41/SR45 EAST MCKINNEY WATER MAIN REPLACEMENT

Documents: [AGR2012_97Amend4toIPO41_US41SP45EMcKinneyWaterMain.pdf](#)

CONSENT AGENDA APPROVAL

Vice-Mayor Evans recommended a correction to the City Council meeting minutes of September 28, 2015, on Page 12. The sentence should read as follows: "Vice-Mayor Evans reported on the BOCC approving the TDC recommended bed tax."

Mrs. Bowne made the correction to the minutes.

Councilman Dillon moved the consent agenda be approved with Vice-Mayor Evans' recommended correction. Councilwoman Fleeger seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

REGULAR AGENDA

7. NOVEMBER 21ST - RAINBOW SPRINGS ART FESTIVAL - SUSAN JONES

Susan Jones, Rainbow Springs Art Association, stated the art festival will be held at the Dunnellon Plaza on Saturday, November 21, 2015 from 10:00 a.m. to 4:00 p.m. She said the goal of the festival is to bring local artists together. She stated the event is supported by local businesses and in partnership with the DBA, Friends of Dunnellon and the Chamber of Commerce.

Councilman Dillon recommended waiving the permit fee.

Mr. Esch explained the site inspection of the tent, is established by an ordinance and State Statute. He said he would research waiving the permit fee.

9. RESOLUTION #RES2015-36, PERSONNEL MANUAL AMENDMENT

Councilman Dillon moved Resolution #RES2015-36 be read by title only. Councilwoman Fleeger seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following into the record:

“RESOLUTION #RES2015-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNNELLON ADOPTING PERSONNEL MANUAL AMENDMENTS AND CHANGES TO ARTICLE X, SECTION 6.1 PAY AND CLASSIFICATION PLAN; 6.2 – PAY CLASSIFICATION BY GRADE – OTHER AND PROVIDING FOR AN EFFECTIVE DATE.”

Councilman Fleeger moved Resolution #RES2015-36 be approved. Councilman Dillon seconded the motion.

Mayor Whitt called for discussion. There was none.

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

Documents: [RES2015_36_Personnelmanualamend_pay_classificationplan.pdf](#)

10. PUBLIC HEARING ORDINANCE #ORD2015-10, COMPREHENSIVE PLAN AMENDMENT #CPA2015-01 (Advertised in the Ocala Star Banner on 11/4/2015, in the Riverland News on 11/5/2015 and on the City's website on 10/30-2015)

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

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

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

Mayor Whitt gaveled down and stated, "It is now 6:04 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2015-10, Comp Plan Amendments, #CPA2015-01, published in the Ocala Star Banner on November 04, 2015, in the Riverland News on November 5, 2015 and posted on the City's Website October 30, 2015."

Attorney Cassady presented staff comments. She stated the City transmitted the Comprehensive Plan and the following four Elements: *The Future Land Use Element, Conservation Element, Public Facilities Element and the Aquifer Protection Element* to DEO and other agencies pursuant to the Community Planning Act. She stated the City received two or three comments back from the agencies, one being from the North Regional Planning Council, recommending a change to one part of the Conservation Element, which she will discuss later in the hearing. She provided the following:

II. Background

As a result of public sentiment, in the Fall, 2014, the City Council tasked the Planning Commission, the City's local planning agency, with reviewing the Comprehensive Plan to consider whether the Comprehensive Plan provisions requiring a 150-foot waterfront setback along the rivers and navigable coves, adopted in 2008, should be changed to reduce the setback.

While reviewing the goals, objectives, and policies (“GOP’s”) of the Comprehensive Plan to determine what provisions would require amending to avoid inconsistent terms if the waterfront setback was changed,² the City’s planner consultant found numerous GOP’s which were obsolete, inconsistent with State law, or were more suitable, due to their regulatory detail, for placement in the land development regulations.³ Therefore, in addition to proposing changes which would be necessary if the waterfront setback provisions were changed, he proposed additional changes to other Elements as well.

As is customary, the City’s planner consulted with the city attorney regarding the changes and proper wording. While reviewing the planner’s proposed changes, the city attorney found additional GOP’s which needed correction due to inconsistencies with current State law. Also, the city attorney questioned whether the Comprehensive Plan properly reflected the City’s policies regarding the eventual elimination of structures built prior to 2008 within the 150-foot waterfront setback, which were made nonconforming by Future Land Use Element Objective 4 and policies therein.

During the revision and review process by the planner and city attorney, the Community Development Department was approached by an attorney for an owner of vacant property in the Nine Island Cove Subdivision regarding the land use and zoning of the parcels owned by his client. When researching the future land use designation and zoning for the parcels in question, the planner and city attorney found that the parcels had been re-designated from residential to conservation on the future land use map in 2008. In the best interests of the City, a proposed

text change to Policy 1.10 of the Future Land Use Element was added to the Comprehensive Plan amendments to be considered by the Planning Commission.

Also during the review process, concern was raised by City Council and some owners of residences which had been made nonconforming due to legislative creation of the water-oriented commercial zoning district (B-6), which prohibited residential use. If those residences are destroyed because of a natural disaster, the owners would lose their homes. Future Land Use Element Objective 4 and the policies therein are proposed to be amended to reflect that owners of property with nonconforming structures or structures devoted to nonconforming uses may build back in the event of a natural disaster. The policies also give special consideration to structures within the 150-foot waterfront setback.

III. Procedure

The Planning Commission held two lengthy public hearings on January 20, 2015, and February 17, 2015. As a result of overwhelming public input, the Planning Commission instructed the City’s planner to leave the 150-foot waterfront setback in Conservation Element Policy 9.1 and other policies, but some revisions were made to the policies.

Due to the fact that the City contemplated receiving a grant from DEO to complete the revisions on the Comprehensive Plan, the Planning Commission tabled further consideration of the Plan amendments at its March 17, 2015, public hearing. Because of circumstances out of the City's control, the City was unable to move forward with its application to receive a grant at that time. At its May meeting, City Council passed a motion authorizing staff and the city attorney to resume public hearings regarding the Plan amendments before the Planning Commission. The Planning Commission held two more public hearings on August 4, 2015 and August 18, 2015.

The Plan amendments therefore were presented to the public and considered by the Planning Commission during a total of four public hearings. On August 18, 2015, the Planning Commission voted to recommend the Plan amendments which you are considering on September 14.

Councilman Dillon discussed the Future Land Use Element, Policy 1.4.E.3. He suggested a strike-through on this section. He stated the language in this paragraph is very broad and opens the door for interpretation.

Attorney Cassady stated she would not recommend eliminating this section. She stated it could have consequences and there is not enough time to think it through. She said she is very familiar with water dependent and water oriented uses. She stated when the City submits to the agencies and DEO, we are required to explain any changes that have been made since the transmittal, so that it draws DEO and the other agencies to whatever the changes are so they can determine within their own individual jurisdictions whether this threatens important State facilities or resources or whether they see it being inconsistent with State law in some way. She stated she is concerned because under the Community Planning Act, you cannot create internal inconsistencies you need to consider how that change will affect other potential changes.

Council and staff engaged in discussion regarding the three stipulations of the 150 foot setback located in *Policy 1.4, Sec. E.3* of the Future Land Use Element. Council discussed and agreed this paragraph should be examined further.

Councilman Green agreed with Councilman Dillon on this issue. He stated it is a wide open scope when you say "visual enjoyment of the water."

Mayor Whitt stated he would like to vet this specific change through the Planning Commission. He explained there will be continual changes based on all the concerns of Council and public. He said the Council has tried to remedy this a few items to alleviate some of the inconsistencies and there are more to be addressed.

Attorney Cassady proceeded to explain comments received from NRPC regarding Policy 9.1.A.1 of the Conservation Element regarding lots of record and the setbacks.

Attorney Cassady stated NRPC recommended a buffer strip of 75 feet along the waterfront, citing Sec. 5.10.a of the SFWMD's *Environmental Resource Permit Applicant's Handbook Vol. II* (incorporated by reference in 40D-4.091, F.A.C.). That section of the *Handbook* addresses environmental permitting requirements for rural or minor residential subdivisions, typically designed to have "large multi-acre lots and minimal roadways." She said none of the lots of record recorded before October 27, 2008, involve multi-acre lots, and to the contrary, the lots are small in size, such that a 75-foot waterfront setback could make the lots non-buildable.

Attorney Cassady said she is recommending the following language which will give the Planning Commission and the Planner direction moving forward for the Land Development Code and will satisfy the requirements of the NRPC.

"The minimum setback set forth in this Policy and in Policy 2.1.B for lots of record recorded on or before October 27, 2008 which are vacant as of the effective date of this plan amendment shall be 25 feet or any setback as set forth in any deed restriction or as set forth in any plat provided, however, that the setback must prevent erosion, trap sediments in runoff and filter nutrients."

Council and staff engaged in lengthy discussion regarding the language and lots of record.

Mayor Whitt asked for public comments.

Public Comments were received by the following:

- Kathryn Taubert, 19436 SW 101st Place Rd., Rainbow Springs
- Brenda D'Arville, Chair for the Planning Commission
- Bill Vibbert, 9552 SW 192nd Court Rd., Rainbow Springs
- Mary Ann Hilton, 12078 Palmetto Court, Blue Cove
- Paul Marraffino, 19544 SW 82nd Place Rd., Rainbow Springs

Councilman Green stated he attended several of the Planning Commission meetings and witnessed dedicated people devoting their time to help the City solve its problems.

Vice-Mayor Evans stated he agreed with Councilman Green. He said they have volunteered to devote their time and efforts to help the City.

Mayor Whitt gaveled down and stated, "It is now 8:49 p.m. and I close the public hearing held to discuss Ordinance #ORD2015-10 and reopen the November 9th Council meeting."

11. SECOND READING OF ORDINANCE #ORD2015-10, COMPREHENSIVE PLAN AMENDMENT #CPA2015-01

Council and staff reviewed the following proposed changes:

Future Land Use Element - Page 4, Policy 9.2.E.1-3; **strike-through 1-3**

Future Land Use Element - Page 6, Policy 1.6.C; **correct punctuation to reflect a comma** in: “no individual building shall exceed *3,000 square feet*” (scribbler’s error)

Future Land Use Element - Page 6, Policy 1.6.D; **correct punctuation to reflect a comma** in: “no individual building shall exceed *30,000 square feet*” (scribbler’s errors)

Future Land Use Element – Page 12, Policy 4.1.B.1; should read: “Structures within the riverfront corridor protection area on lots of record recorded on or before October 27, 2008 that are less than 150 feet from the ordinary high water line of rivers, navigable coves, and abutting wetlands, as established by this Comprehensive Plan, are exempt from this Policy 4.1.B.” The remaining paragraph shall be deleted.

Conservation Element, Page 11, Policy 9.1.A.1; should read “The minimum setback set forth in this Policy and in Policy 2.1.B for lots of record recorded on or before October 27, 2008 which are vacate as of the effective date of this plan amendment shall be 25 feet or any setback as set forth in any deed restriction or as set forth in any plat provided, however, that the setback must prevent erosion, trap sediments in runoff and filter out nutrients.”

Aquifer Protection Element, correction to the spelling of “Aquifer” on all titles on the pages.

Mayor Whitt stated Councilman Dillon wanted, and we had concensus from Council, a caveat that we would continue amending this with the new Planner. Councilman Dillon also asked that Council permit the Planning Commission to begin looking at the Future Land Use Element so that they have some sense of what to show the Planner.

Mayor Whitt asked for motion to read by title only Ordinance #ORD2015-10.

Councilwoman Fleeger moved Ordinance #ORD2015-10 be read by title only. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following into the record:

“ORDINANCE #ORD2015-10

AN ORDINANCE OF THE CITY OF DUNNELON, MARION COUNTY, FLORIDA, PROVIDING FOR A LARGE-SCALE AMENDMENT TO THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE ELEMENT, CONSERVATION ELEMENT, PUBLIC FACILITIES ELEMENT, AND AQUIFER PROTECTION ELEMENT; UPDATING SUCH ELEMENTS TO BE CONSISTENT WITH STATE STATUTES; ELIMINATING OBSOLETE PROVISIONS; RE-WORDING OBJECTIVES AND POLICIES FOR CLARIFICATION PURPOSES;

CREATING A SITE-SPECIFIC TEXT AMENDMENT TO ALLOW MEDIUM DENSITY RESIDENTIAL DEVELOPMENT ON CERTAIN UPLAND LOTS DESIGNATED AS CONSERVATION IN THE 2008 PLAN AMENDMENTS; AMENDING POLICIES REGARDING NONCONFORMING STRUCTURES, STRUCTURES DEVOTED TO NONCONFORMING USES, AND SUBSTANDARD SIZED LOTS; PROVIDING FOR CONFLICTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.”

Mayor Whitt stated the motion would be: “move Ordinance #ORD2015-10 be approved with a caveat that Council would like the Planning Commission to continue pursuing changes, and we will make those subsequent changes, scribbler’s error on the Aquifer Protection Element, striking the “a” in headings; Future Land Use Policy 1.4.E. 1-3, Page 4, striking 1-3; Future Land Use Element, Policy 1.6.C & D, Page 6, adding commas, Future Land Use, Policy 4.1.B.1, Page 12, adding language read into the record by Attorney Cassady, Conservation Element, Policy 9.1.A.1, Page 11, adding the language Attorney Cassady read into the record.” *Please refer to Page 8, Paragraph 3 of these minutes.*

Councilman Dillon moved Ordinance #ORD2015-10 be approved with the proposed changes. Vice-Mayor Evans seconded the motion.

Mayor Whitt called for further discussion.

Councilman Green stated it’s been urged by some of our speakers here tonight to have additional meetings on this issue to be sure that we completely understand exactly what we are doing before this is sent. He said he would like to hear if his fellow Council members feel it is necessary. He stated if they do, we should try and schedule a special meeting.

Council and staff engaged in brief discussion regarding moving forward.

Mayor Whitt asked for a roll call vote. All Council members responded with a positive vote in favor of the motion. The vote was 5-0.

12. COUNCIL LIAISON REPORTS AND COMMENTS

Councilwoman Fleeger discussed a houseguest and the use of a “critter cam” in the Rainbow River.

Kathryn Taubert, 19436 SW 101st Place Rd., commented on the developer of the “critter cam.”

13. CITY MANAGER’S REPORT

- Reviewed City Manger’s goals.
- Recommended interviewing attorneys for the position at the next workshop.

14. CITY ATTORNEY’S REPORT

Possible Causes of Action Against Former City Manager

Attorney Cassady stated she had a colleague and Attorney Hand review the material that was given to her for consideration of a proposed lawsuit. She said they together concluded that it would be risky to move forward.

Rainbow River Ranch Status Report

Attorney Cassady stated she was waiting for the "Reply Brief" and would forward to Council when received.

15. ADJOURN

At approximately 10:02 p.m. Councilman Dillon moved the November 9, 2015 City Council meeting be adjourned. Councilman Green seconded. All members voted in favor. The motion passed 4-0.

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

Dunnellon Special City Council Meeting Minutes
December 08, 2015
6:00 p.m.

Call to Order – Mayor Whitt at 6:03 p.m.

Pledge of Allegiance – Led by Mayor Whitt

Opening Prayer/Moment of Silence – Pastor Welch provided the invocation.

Roll Call

Council	Staff
Mayor Whitt	Eddie Esch, City Manager
Vice Mayor Evans	Mandy Roberts, Assistant City Clerk
Councilwoman Fleeger	Troy Slattery, Interim Fire Chief
Councilman Dillon	Virginia Cassady, City Attorney
Councilman Green	Lynn Wyland, Staff Assistant

Proof of Publication – The Agenda was posted on the City's website and City Hall bulletin board on Friday, December 7, 2015.

Chairman's Comments Regarding Agenda

Councilman Green requested Public Comments be moved to the end of the agenda item.

1. THE INCIDENT THAT OCCURRED DECEMBER 4, 2015 AT THE CHRISTMAS TREE LIGHTING CEREMONY AT CITY HALL BETWEEN MS. PENNY FLEEGER, COUNCILWOMAN AND CITY CLERK MRS. DAWN BOWNE – COUNCILMAN GREEN

Mayor Whitt explained he was disappointed in Councilwoman Fleeger's behavior at the event on Friday night and regretted he had to miss an important meeting of the Rainbow Springs Aquatic Preserve Advisory Committee, on which he is honored to serve, and instead attend this special meeting. Mayor Whitt explained there is a certain level of decorum that is expected and must be maintained by council members in a public forum. He stated it will be up to Councilwoman Fleeger as to how she chooses to rectify this situation.

Councilman Dillon asked the audience members to refrain from clapping, commenting or booing during the meeting and refrain from any character assassinations.

Councilman Green explained he requested this special meeting to allow those involved the opportunity to address the Council and the public, to quell any rumors or misconceptions. He stated that he has had no contact with either Mrs. Bowne or Councilwoman Fleeger since the incident occurred. Councilman Green asked Mrs. Bowne if she would like to address the Council.

Mrs. Bowne read the following written statement:

I want the Council to know that it was not my intention to publicize this incident or bring any negative attention to the Council or this community. I have not played any part in doing so. I did not request this meeting and I have not responded to any requests for comment from the press. However, I have come to realize that it is necessary the Council hear from me the events of Friday night and probably the only way that Councilwoman Fleeger may be held accountable for her actions. As Personnel Director, I would usually be the one to administer such complaints or incidents on behalf of the employees and make sure they are protected from a threatening, abusive or a hostile work environment. However, that does not mean I deserve any less protection because this involved an elected official. My goal here tonight and my only goal, is to make sure there is a clear message delivered that no employee in this City can be treated in the manner I was subjected to even by a Councilmember.

It is important the City Council understand that the program format for the Friday night Light Up event was no different than the previous year other than the amount of entertainment. You have been provided a copy from both years. Actually, it was not even created by me, but created by one of my staff members using last year as a template. I was never informed of any problems or issues with last year's program, so upon my review of the program and it being finalized, no real formatting changes were made. Our goal is to always highlight our elected officials during the program and keep them interactive through the event, all while trying to keep the program as short as possible because the young children are waiting patiently to see Santa. I emailed the agenda to those Councilmembers that agreed to have speaking parts earlier in the day. Prior to the event beginning, I reviewed the program again with our Mayor in the presence of our City Manager. I specifically took time and pointed out that during the introduction of dignitaries would be the appropriate time for our City Manager to speak if he so desired. I left that between the two of them. I was told by the Mayor that Eddie stated he would not be speaking.

The event continued as planned and was going well. As I was in my normal position I stay for most of the night to work the event and keep the program on schedule I heard my name called. I turned to see that our City Manager's wife was trying to get my attention from a short distance away. I stepped away from the podium area and a little closer to hear her ask me and I quote "When is Eddie going to speak at this event, did I miss it?" I replied that she should speak with Eddie. He was to let the Mayor know if he wanted to speak. A little bit later, Councilwoman Fleeger walks directly up to me in the area of the podium or off to the side where I was standing waiting to progress to the next part of the program. From the tone of voice, and her expression I could tell she was not happy about something. She proceeded to speak to me about Mr. Esch addressing the public. By this time, it was obvious to me there was an issue here...and I replied to Councilwoman Fleeger to please let Eddie know if he wants to speak to just advise me and I will see that it happens. At this point she grabbed my arm and pulled me closer to her said "Look, don't mess with me. I am a Councilmember and I am giving you an order to stop what you are doing and go find Eddie right now and make him speak whether he wants to or not." I immediately pull away and tried to backup and replied to her that I would not do that because I was trying to keep the program going and on task. At that point, she walks in closer toward me and very quickly slaps my cheek three times (It was not touch or stroke as I have read in the paper) as if to get my attention and discipline me in some way because I was not complying with her demands. Simultaneously with the slaps began she said something hurtful that was completely personal and not related in any way to our work environment.

I was completely taken off guard and somewhat dumbfounded by her actions as I would have never expected to be manhandled by a Councilmember. It became very apparent to several staff around me that I was extremely upset as we were all waiting for the call that Santa was ready. At this point I recall Councilman Green taking over the program because he was to introduce the pastor to say the benediction anyway and Lt. Slattery told me not to worry he would finish seeing that Santa was presented to the kids according to the program.

At this point, I went and located Mr. Esch and asked to speak with him. I asked him what in the world was going on and what did he say to both his wife and Councilwoman Fleegeer to cause such a reaction. He stated to me that he had told them that he was not on the program to speak. I reminded him of our conversation with the Mayor before the event ever started. I also reported to him the attack on me by Councilwoman Fleegeer. He replied, "Well, she should not have done that, but you know how she is."

Already being upset, this reply absolutely infuriated me. I would expect the titular head of this City to take something like this much more seriously. It became clear to me that a lack of clear and correct communication on the issue perhaps contributed to the escalation of this incident. Additionally, prior to leaving the event both my husband I discussed the incident in detail with the Mayor.

I would like to direct the Council's attention to pages 11 & 19 of the City Council Code of Conduct required by Ordinance #2005-11 and the latest version adopted via Resolution #RES2013-15.

It is ironic that under Article IV Council Conduct with City Staff we introduce this section with a quote by Robert Schuller that says, "Never let a problem become an excuse" because I really don't accept the excuse "You know how Penny is" for this incident.

Every Councilmember is asked to sign this document during their orientation after the election and affirm that they have read and understand it. They were asked to sign it again after its amendment in 2013. Read into the record: Section IV Treat all staff as professionals..... All highlighted areas...

I would like to also direct the Council's attention to pages 4 & 9 of the City's Public Code of Ethical Conduct also required by Ordinance #2005-11 and adopted via Resolution #RES2013-17. The same orientation process is administered as with the Code of Conduct. Read into the record highlighted areas....

In closing, I would like to say that I did receive a voicemail (Which I have here) from Councilwoman Fleegeer asking for me to call her so that she could apologize. I really felt it not in our best interest at this point in time to have any communication absent a third party until a resolution has been reached. I do appreciate your efforts Mrs. Fleegeer. However, I do feel that more of a resolution is required than an apology. I want to make sure that there is a clear message than no employee should ever be subject to this kind of treatment by any manager or elected official of this City no matter how annoyed someone might be. Our policies provide for a very clear and professional way for all concerns or matters to be handled.

As indicated in her written statement, Mrs. Bowne read aloud several sections of the City Council Code of Conduct and Code of Ethics.

Councilwoman Fleegeer apologized for making a personal, familial statement to Mrs. Bowne. She stated at the time, she was very perturbed because Mr. Esch was behind the scenes, and not involved or participating in the event. She told Mrs. Bowne that she does not recall

slapping her, and explained a gesture that she used, describing it as touching a child's face when you are talking to them. She stated that she asked Mrs. Bowne to include Mr. Esch in her thanks, and Mrs. Bowne replied, "Why should I." Mrs. Bowne stated her response to Councilwoman Fleeger was exactly what she provided in her statement.

Attorney Cassady pointed out, according to Parliamentary Procedure, any person at the podium shall address the Mayor and avoid dialogue with council members or the public.

Councilwoman Fleeger stated she was not feeling well at the event, that her knees were bothering her, and she honestly did not realize that Mrs. Bowne was even upset.

Mrs. Bowne approached the podium and explained there was no way that Councilwoman Fleeger did not realize how upset she was; upset to the extent that she provided the City Manager with her verbal resignation, then approached Councilwoman Fleeger and advised her of the same. She stated Councilwoman Fleeger's response was "That's good," and something to the effect of "That's what was needed."

Mayor Whitt stated he spoke with Mrs. Bowne after the incident on Friday evening, and recalls Mrs. Bowne's explanation being consistent with that conversation. He asked Councilwoman Fleeger if she had anything further. She said she did not.

Councilman Green asked Mandy Roberts, Assistant City Clerk, to provide her accounting of the incident.

Ms. Roberts explained she did not see what happened, but was soon afterward approached by another city staff member who was visibly upset, stating that Councilwoman Fleeger came over to her at the event and was somewhat boastful about slapping Mrs. Bowne.

Councilwoman Fleeger stated, "I didn't slap her, I'm sorry, I didn't slap you."

Councilman Dillon stated he did not want to involve other staff members. He explained he knows what he would do in this situation, and hopefully Councilwoman Fleeger does as well. Mayor Whitt agreed, and reiterated that Mrs. Bowne's statement is consistent with what was explained to him on the evening of the incident. He stated Councilwoman Fleeger's actions were completely inexcusable.

Vice-Mayor Evans explained that individual council members shall not direct staff to do anything. He stated furthermore, if she chose to do so, Mrs. Bowne could file third degree assault and battery charges against Councilwoman Fleeger, which could result in a 30-day jail sentence if found guilty. Councilman Evans stated that the Council could choose to censure Councilwoman Fleeger, which would carry no penalty, with the exception of embarrassment. He stated Council could not vote her out of office, but she could be removed by a recall election, or she could resign.

Mr. Esch stated he would like to correct parts of Mrs. Bowne's statement. He explained that Mrs. Bowne approached him after the incident and told him that Councilwoman Fleegeer had insulted her and her family. When he asked her what it was about, she told him it was because he wasn't on the program agenda. She then said something about giving her resignation and walked away. He said he was not given the opportunity to resolve the situation. He said when he approached Councilwoman Fleegeer she accounted the incident but did not say anything about touching Mrs. Bowne. Mr. Esch stated he is somewhat appalled that he is being accused of not doing anything more when he was not aware of the facts.

Mayor Whitt stated for the record, Mrs. Bowne provided him with a list of names prior to the program and Mr. Esch was on the list. He said when asked if he wanted to speak, Mr. Esch declined. However, he was introduced along with other city representatives.

Mr. Esch explained he declined to speak because it would have put him on the spot, being moments before the program began. He said to be very honest, he was a little "set back" that he wasn't approached or asked to be on the agenda. However, he said that he in no way, shape or form, encouraged or promoted the actions of anyone toward Mrs. Bowne.

Mayor Whitt noted again for the record, that Mr. Esch was asked to speak and declined. He went on to explain his love for the event and thanked all of the sponsors and participants. He stated he felt this meeting was not necessary, and the incident should have been handled privately.

Mrs. Bowne approached the podium and stated she does not wish to debate the issue any further, but she would not leave with the impression that she provided a false statement about her conversation with Mr. Esch. She explained that she asked Mr. Esch what he had said to "them" and he replied that he wasn't on the agenda. After a few moments of debate with Mr. Esch over what was said, or not, Mrs. Bowne asked the Council to be assured that she made no false statements.

Councilwoman Fleegeer offered an apology and stated she tried to contact Mrs. Bowne by phone and in person.

Councilman Green stated when Mrs. Bowne approached him, she was so upset and crying that she could not continue running the program. He explained he tried to console her and stepped in and finished running the program for her. He stated, in his lifetime, he has never seen anyone so upset. He said when she told him she had given Mr. Esch her resignation, he told her that she would not resign; that this City needs her.

Vice-Mayor Evans stated after hearing the testimony, there are clear violations. First, councilmembers cannot direct staff as individuals. Second, to be charged with third degree assault and battery, all one must be guilty of is touching someone. He reiterated that the Council has the option to censure Councilwoman Fleegeer.

PUBLIC COMMENTS

Comments were received by the following:

- Joan Duggins, 19687 SW 88th Loop, Rainbow Springs
- Linda Fernandez, 12499 N. Water Way
- Beverly Kelley, 16094 SW 44th Street
- Kim Kirkwood, 20875 W. Pennsylvania Ave.
- Valerie Hanchar, 11575 Vogt Springs Rd.
- Former Mayor John Taylor, 11753
- Dwight Porter SE 189th Terrace
- Mary Ann Hilton, 12078 Palmetto Ct., Blue Cove
- Virginia Saalman, 11540 Camp Drive, Blue Cove
- Christine Avina, Client Coordinator, Annie Johnson Senior Services Center
- Pastor Tom Welch, PO Box 143, Dunnellon

Councilwoman Fleeger stated she has never worked the way most others have. She said, with regard to touching someone, “I’m a southerner.” She said this is something that she doesn’t understand.

Councilman Dillon stated if he had acted the way that Councilwoman Fleeger acted, he would not be sitting on Council; he would resign. He then made motion that Council ask Councilwoman Fleeger to resign. Councilman Green seconded the motion. Mayor Whitt called for discussion.

Councilman Dillon stated this is not the first time Councilwoman Fleeger has behaved inappropriately. He said she has exhibited inappropriate behavior toward the public during meetings. He said it is not a “southern thing”; it is a pattern of inappropriate behavior.

Councilman Green agreed with Councilman Dillon’s comments and stated he feels that Councilwoman Fleeger’s actions warrant her resignation.

After brief Council discussion regarding the motion versus the option to censure Councilwoman Fleeger, the vote was taken. The motion failed with a 2-2 vote, Mayor Whitt and Vice-Mayor Evans opposing. Councilwoman Fleeger abstained from voting.

Vice-Mayor Evans made motion to censure Councilwoman Fleeger via proclamation for her behavior at the tree lighting ceremony. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The motion passed 4-0. Councilwoman Fleeger abstained from voting.

Councilwoman Fleeger’s completed and signed *Form 8B Memorandum of Voting conflict for County, Municipal, and Other Local Public Officers*:

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME—FIRST NAME—MIDDLE NAME <i>FLEEGER Penelope Lee</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>City Council, Dunnellon</i>
MAILING ADDRESS <i>11735 E. BLUE LOVE DRIVE Dunnellon</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Dunnellon</i>	COUNTY <i>Marion</i>
DATE ON WHICH VOTE OCCURRED <i>Dec. 8, 2015; Dec. 14, 2015</i>	NAME OF POLITICAL SUBDIVISION: <i>Dunnellon</i>
	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

RECEIVED
 DEC 14 2015
 City of Dunnellon

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * *

ELECTED OFFICERS:

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

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

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

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

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

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Penelope L. Fleeger, hereby disclose that on Dec. 8 and Dec. 14, 20 15:

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

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

Proposed proclamation for my censure since I receive a stipend as an elected official.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12-14-15
Date Filed

Penelope L. Fleeger
Signature

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

2. ADJOURN

At approximately 7:25 p.m. Councilman Green moved the December 8, 2015 City Council meeting be adjourned. Councilman Dillon seconded. All members voted in favor. The motion passed 5-0.

Attest:

Mandy Roberts,
Assistant City Clerk

Nathan Whitt, Mayor



**PROCLAMATION #PRO2016-01
DUNNELLO HIGH SCHOOL**



WHEREAS, Dunnellon High School was established in 1945, and is one of the oldest established secondary schools in Marion County, Florida, and currently has over 1,100 students in grades 9-12, and requires scholastic aptitude to participate in any athletic team or club; and

WHEREAS, the mission of Dunnellon High School is to cultivate success by creating a safe learning environment, fostering stakeholder relationships, and providing the rigorous academic, social, and ethical development necessary for each student to become a well-rounded, lifelong learner; and

WHEREAS, under the leadership of Principal Ken McAteer and Athletic Director Hilary Allen, the Tigers Softball Team, Boys Basketball Team, Girls Basketball Team, and Varsity Football Team played their hearts out the past two seasons, earning multiple recognitions; and The Tiger Marching Band, under the Leadership of Principal Ken McAteer and Band Director Jason Dobson also earned multiple recognitions; and

WHEREAS, under the direction of Athletic Director Hillary Allen, the Girls Softball Team won their District Championship and advanced to the playoffs; the Boys Basketball Team won their District Championship and advanced to the playoffs; the Girls Basketball Team won their District Championship and advanced to the playoffs; the Tiger Marching Band qualified for the Florida State Marching Band Competition two years in a row; and the Football Team won their District Championship and advanced to the playoffs; and

WHEREAS, these young student athlete's accomplishments were hard earned and most deserved. They practiced rigorously during their season with dogged determination to succeed, while keeping their academics a priority, and their efforts are truly commendable; and

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

NOW, THEREFORE, be it proclaimed that the Dunnellon City Council recognizes the week of January 24th through January 31st 2016 as **Dunnellon High School Tigers Week** and encourages the entire community to show their encouragement, support, and appreciation to these athletic teams from Dunnellon High School for bringing pride, respect and an honorable piece of fame to our community.

PASSED and PROCLAIMED this 11th day of January 2016.

DUNNELLO CITY COUNCIL

ATTEST:

DAWN M. BOWNE, MMC
City Clerk, City of Dunnellon

NATHAN WHITT, Mayor

DENNIS D. EVANS, Vice-Mayor

CHARLES J. DILLON III, Councilman

PENELOPE L. FLEEGER, Councilwoman

WALTER GREEN, Councilman



AGR 2016-09
MASTER

WR #1150029

December 23, 2015

CITY OF DUNNELLON
ATTN: ANTHONY SANTACROSS
12014 S WILLIAMS ST
DUNNELLON FL 34432

Subject: INSTALLATION OF 100W HPS CUTOFF

Dear ANTHONY SANTACROSS:

Please review the enclosed document(s) indicated below. Proper execution of this/these document(s) is necessary in order for us to proceed with your request. A second copy of each document has been provided for your records.

LIGHTING PROPOSAL FORM: Please review your lighting proposal form. Contact the Duke Energy Florida, LLC Designer immediately with any discrepancies. Upon your approval, sign the original and return with the contract to this office.

LIGHTING SERVICE CONTRACT: This lighting contract outlines Duke Energy Florida, LLC and customer obligations. Please ensure the contract is signed by an owner, officer, or board member of the customer listed at the top of the contract and return the signed original contract to this office.

PLEASE NOTE: IN ORDER FOR DUKE ENERGY FLORIDA, LLC TO PROCEED WITH THE SCHEDULING OF THIS PROJECT, ***IT IS REQUIRED*** THAT YOU PROVIDE US WITH ALL OF THE INFORMATION LISTED ABOVE.

Please return all appropriate forms as quickly as possible to Duke Energy at 4359 SE Maricamp Rd, Ocala, FL 34480.

We appreciate your business and look forward to providing you with excellent customer service. Please feel free to call me at 352.341.7506, with any questions you may have regarding the enclosed documents or your service.

Sincerely,

ANJELICA KEATING

Engineering Technologist II

Enclosures



LIGHTING SERVICE CONTRACT

ACCOUNT NUMBER 16593-25275
WORK ORDER NUMBER 1150029
DEF CONTACT ANJELICA KEATING 352.341.7506

CUSTOMER NAME: CITY OF DUNNELLON

SERVICE LOCATION(S): 12014 S WILLIAMS ST, DUNNELLON FL, 34432
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into this 23 day of 2015, between Duke Energy Florida, Inc. (hereinafter called the Company) and CITY OF DUNNELLON (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

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

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

Fixture Type and Number Installed:
1-100W HPS CUTOFF L71

Pole Type and Number Installed:
N/A

Additional facilities:
N/A

(Continued in Next Page)

Rate per Month:

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

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

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

Additional Charges:

Certain additional charges may also apply to the installation.

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

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



- 19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.
- 20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

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

Charges and Terms Accepted:

Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, INC.

By: _____
(Signature)

By: _____ ANJELICA KEATING _____
(Signature)

(Print or type name)

_____ ANJELICA KEATING _____
(Print or type name)

Title: _____

Title: _ ENGINEERINGTECH II _____



DE Contact: ANJELICA KEATING
 Address: 4361 SE Maricamp Rd. Ocala, FL 34480
 Phone: 352.341.7506

Lighting Proposal

WR 1150029

December 23, 2015

Project Details	
Customer:	CITY OF DUNNELLON
Account:	16593-25275
Site:	12014 S WILLIAMS ST DUNNELLON, FL 34432
Contact:	ANTHONY SANTACROSS
Phone:	352.465.8590

Scope of Request
INSTALL 100W HPS CUTOFF ON EXISTING POLE

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
1	100W HPS ROADWAY L71	\$3.64	\$1.72	\$2.90	\$8.26	\$8.26
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$3.64	\$1.72	\$2.90		
		Project Summary Totals	Estimated Monthly Rental			\$8.26
			† Deposit			\$17.00
			◇ CIAC			\$0.00

Estimates valid for 30 days and subject to change.

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

† **Deposit** - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

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

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax.

Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

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

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

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

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

Authorized Signature _____ Date _____

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

CITY OF DUNNELLO, FLORIDA
CITY ATTORNEY CONTRACT #AGR2016-01

THIS AGREEMENT is made and entered into as of its Effective Date, by and between CITYOF DUNNELLO, FLORIDA, a Florida municipal corporation located in Marion County, Florida, whose address is 20750 River Drive, Dunnello, Florida, 34431, hereinafter referred to as the "CITY", and SHEPARD, SMITH & CASSADY, P.A., whose address is 2300 Maitland Center Parkway, Suite 100, Maitland, Florida 32751, hereinafter referred to as the "ATTORNEY".

WHEREAS, the CITY on October 14, 2015 issued a Request for Proposals Bid # 2015-07 for CITY ATTORNEY; and

WHEREAS, the ATTORNEY did submit a proposal for appointment as CITY ATTORNEY to the CITY; and

WHEREAS, CITY desires to employ the services of the ATTORNEY as CITY ATTORNEY; and

WHEREAS, all references to City Council shall mean the collegial body of Council, unless otherwise stated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. APPOINTMENT AND RETAINER. The ATTORNEY is hereby retained and appointed as a CITY ATTORNEY for the CITY.

3. SERVICES TO BE RENDERED. The ATTORNEY shall provide to the CITY legal services as CITY Attorney, as set forth in the Request for Proposals Bid # 2015-07, relating to City Council, Facilities, Business/Support Services, Human Resources, Comprehensive Planning for Equal Opportunities and Official Records, including, without limitation by enumeration, the following:

3.1. *City Council and Board Meetings.*

a. Attend and provide legal counsel at all regular and special meetings and workshops of the City Council, unless excused by the Mayor and ratified by City Council at the meeting or workshop.

b. Attend and provide legal counsel at meetings of the Planning Commission which require attorney representation.

c. Attend and represent the CITY at all code enforcement hearings which require attorney representation.

d. Attend and provide legal counsel at meetings of other Boards of the CITY which require attorney representation.

3.2. *General Legal Representation.* The ATTORNEY shall perform all general legal representation for the CITY as required. Such general legal representation includes, but is not limited to:

a. Legislative work associated with the City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal risks inherent in any proposed course of action, present legislation, or practices of the CITY.

b. Preparation of oral or written opinions on legal matters as required by the City Council and/or City Manager.

- c. Negotiations and preparation of agreements, leases, contracts, or similar documents.
- d. Review and advice regarding contract form(s) between the CITY and independent contractors.
- e. When requested by the City Council or the City Manager, performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
- f. Participation in meetings and/or telephone conferences with the City Manager and/or City Staff as designated by the City Manager and the provision of legal counsel, as required.
- g. Assistance to staff, legal research, and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; operations governed by law; liability situations; grant guidelines; pension law, and other matters as necessary requiring legal advice.
- h. Interpretation of the CITY'S ordinances and prosecution of local ordinance or zoning violations in any court, if the State Attorney is not handling the prosecution.
- i. Maintenance of legal files and provision to the City Manager of copies of all correspondence and of all pleadings and orders in all litigation the ATTORNEY is handling for the CITY. On a monthly basis, if requested by the City Manager or City Council, the ATTORNEY will provide a written report on the status of all litigation that the ATTORNEY is directly handling or is overseeing on behalf of the CITY.
- j. Keeping the City Council and City Manager informed of legislation and/or judicial opinions that have potential to impact the CITY.
- k. As requested by the CITY, overseeing, in a cost-effective manner, litigation in which the CITY is represented by the CITY'S insurer.
- l. Conducting legal research as required in the performance of duties to the CITY.

m. Providing legal services for such other matters not covered above, but which necessitate legal advice or use of legal services of the ATTORNEY, as determined by the City Council or City Manager.

3.3. *Additional Legal Services.* The ATTORNEY shall be responsible for performing Additional Legal Services on the CITY'S behalf, when requested to do so by the City Manager or City Council. The CITY reserves the right to retain the services of an attorney or attorneys, not associated with the ATTORNEY, to represent the CITY in any matter it determines necessary or appropriate.

3.4. *Miscellaneous Legal Services.*

a. Conducting labor negotiations, and assisting with labor relations matters that go beyond routine telephone conferences or counseling.

b. Providing specialized legal expertise in particular areas as required by the City Council.

3.5. *Litigation and Legal Defense.*

a. Providing legal representation and defense to challenges to the CITY'S ordinances and regulations;

b. Defending the CITY in lawsuits that are not defended by legal services provided by the CITY'S insurer, or when the CITY'S exposure exceeds the insurance coverage. For this purpose, the CITY shall be understood to include the members of the City Council, individually and/or collectively, members of all CITY boards and commissions, individually and/or collectively, the City Manager and all members of the CITY staff, for any legal actions emanating from their official duties with CITY business, unless the ATTORNEY cannot represent an individual under the Rules of Professional Conduct of The Florida Bar;

c. Filing and pursuing such litigation as may be authorized by the City Council.

d. The ATTORNEY shall not settle any claim without the prior written authorization of the City Manager, in response to explicit direction from the City Council.

3.6. *Legal Services Requested by an Individual Council Member.* Legal assistance may be requested by an individual City Council member outside of public meeting(s) to assist the City Council member in carrying out his or her official duties on a matter. The ATTORNEY shall notify the City Manager that a member of City Council has requested legal advice so that the Manager can provide any written advice provided by the ATTORNEY to other members of City Council. The ATTORNEY shall not bill more than one (1) hour on any request for legal services on a given subject by an individual City Council member without authorization of City Council, acting as a body.

3.7. *Advice to the General Public on CITY Matters.* The ATTORNEY shall refrain from responding to requests or comments from the general public unless otherwise directed by the City Council or the City Manager.

3.8. While this Agreement is with the Firm of Shepard, Smith and Cassady, P.A., the CITY ATTORNEY of record shall be Andrew Hand. Andrew Hand be unable personally to represent the CITY at a meeting or meetings, then Drew Smith or Virginia Cassady shall attend such meeting or meetings, and, in their absence, Kalanit Oded shall attend. Other attorneys-at-law in the Firm are available on an “as needed” basis to provide legal services to the CITY, commensurate with this Agreement.

3.9. With the exception of requests from the City Council acting as a body, the City Manager shall act as a “gatekeeper” for the CITY in requesting the services or assistance of the ATTORNEY, coordinating the flow of work to the ATTORNEY and establishing the relative priorities to be placed by the ATTORNEY on each task for which the assistance of the ATTORNEY is required. No member of the CITY staff may require the efforts of the ATTORNEY on the behalf of the CITY unless authorized by the City Manager. This paragraph does not prevent the ATTORNEY, in his or her discretion, from having one-on-one contact with City Council member(s) when such contact is needed in the best interests of the CITY. Notwithstanding the foregoing, any member of the City Council may request legal services and opinions of the ATTORNEY regarding CITY matters, as provided in this Agreement.

4. TERM OF THIS CONTRACT.

4.1. The effective date of this contract shall be the date it is executed by the last party to execute it. Unless terminated earlier as provided herein, the term of this contract shall be for a period of two (2) years from its Effective Date.

4.2. Unless terminated earlier as provided herein, thirty (30) days prior to the last day of its term, this contract shall be renewed for an additional two (2) year term on the same terms and conditions as set forth herein, unless said terms and/or conditions are modified pursuant to written agreement of both parties.

4.3. The ATTORNEY shall serve at the pleasure of City Council. Both the CITY, upon the vote of the majority of the City Council, and the ATTORNEY reserve the right to terminate this Agreement without cause upon written notice to the other.

4.4. No notice will be required to terminate the services of the ATTORNEY; however, if the ATTORNEY terminates this Agreement, ATTORNEY shall give the CITY no less than sixty (60) days' written notice unless the City Council waives this sixty-day notice requirement.

4.5. If the ATTORNEY is discharged by the CITY, or withdraws for any reason before conclusion of any projects or matters, the ATTORNEY shall be entitled to reimbursement of all reimbursable costs advanced and all attorney fees incurred for work performed until such termination.

4.6. Upon termination (regardless of who terminates), all finished or unfinished documents, correspondence, orders and other products prepared by the ATTORNEY for the CITY under this contract shall be delivered to and for the exclusive use of the CITY.

5. COMPENSATION. The CITY shall compensate the ATTORNEY in the following manner:

5.1. The ATTORNEY shall receive ATTORNEY'S hourly rate multiplied by the hours (prorated for partial hours) worked by the ATTORNEY providing the services as set out herein. Billable hours shall be measured in tenths of an hour. Only time spent actually providing services to the CITY will be compensated.

5.2. *Attendance at meetings.* For attending City Council, Planning Commission, and other meetings, and providing legal counsel at those meetings, the ATTORNEY shall bill at an hourly rate of \$175.00 per hour for

ATTORNEY'S attendance at such meetings. The ATTORNEY will not be reimbursed for time and expenses in traveling to and from public meetings.

5.3. *Non-litigation services.* The ATTORNEY shall provide non-litigation services at the hourly rate of \$175.00 per hour.

5.4. *Litigation services.* The ATTORNEY shall provide litigation services at the hourly rate of \$200.00 per hour.

5.5. *Issuer's bonds.* The ATTORNEY shall provide required legal opinions as Issuer's counsel regarding bonds at the hourly rate of \$200.00 per hour.

5.6. *Paralegal and secretarial services.* The ATTORNEY shall not charge the CITY for paralegal or secretarial services unless the ATTORNEY is handling a real estate closing for the CITY. In these transactions, the ATTORNEY will provide paralegal services at the hourly rate of \$75.00 per hour.

5.7. *Travel time.* The ATTORNEY shall bill the CITY the lump sum of \$175.00 whenever the ATTORNEY travels to and from Marion County in providing legal services to the CITY, *except* when attending CITY public meetings, for which there is no charge to CITY.

5.8. *Travel expenses.* The ATTORNEY shall not bill for travel expenses for travel to Orange, Alachua, and Marion Counties. Travel expenses for gas, food, and lodging when ATTORNEY is required to travel *outside of* Orange, Alachua, and Marion Counties will be reimbursed based upon the CITY'S policies in effect at the time incurred, or based upon the applicable statute if the CITY has no policy regarding travel expense reimbursement.

5.9. *Miscellaneous expenses.* The CITY shall reimburse the ATTORNEY'S expenses incurred on behalf of the CITY for overnight or courier delivery outside of Orange and Marion Counties; for court reporters' fees, transcripts, court filing fees, and process service charges, all without mark-up or multiplier. Although the ATTORNEY will not bill for office expenses, such as library materials, general office supplies, office space, copying or postage and other overhead, the ATTORNEY reserves the right to do so if, in its judgment, these expenses for a particular month, incurred directly on behalf of the CITY, are excessive; provided, however, that reimbursement for such expenses must be authorized in writing by the City Manager. All invoices submitted for such

reimbursements will contain complete and detailed information supported by appropriate receipts as to the item or charge sought to be reimbursed.

5.10. *Monthly Billing Statements.*

a. *Content and format of bills.* The ATTORNEY shall keep and maintain accurate time records showing the time expended by each of its attorneys in representing the CITY under this Agreement. The ATTORNEY will detail on its billing statements specific billing entries on a daily basis showing: the date; the task performed; the requestor of the effort (e.g., the specific authorized CITY representative); the ATTORNEY performing the task; and the time expended on the task. The minimum billing increment shall be one-tenth of an hour. The ATTORNEY shall provide a separate billing statement for each department or project matter as directed by the City Manager, in addition to a summary cover sheet showing the total amount billed for each statement and the grand total billed for that month.

b. *Time of billing.* The ATTORNEY shall submit billing statements for the ATTORNEY'S fees, costs, and expenses on a monthly basis not later than the fifth (5th) day of the following month. Each statement of fees, costs, and expenses will represent an implied warranty that the statement sets forth only the actual time spent and only the actual costs and expenses incurred. Payment from the CITY shall be made within thirty (30) days of receipt. If the CITY has any disagreement about the amount billed, the CITY shall advise the ATTORNEY in writing within fifteen (15) days of receipt of the billing statement. Failure to timely notify the ATTORNEY shall be deemed acknowledgment by the CITY that the bill is both accurate and fair.

c. If the City Manager, City Manager designee or City Council limits the amount of time and attorney fees the ATTORNEY is to spend on a specific project, it shall be the responsibility of the ATTORNEY to ensure that ATTORNEY is not incurring fees and expenses in excess of such authorized amount without prior approval of the City Manager, City Manager designee or City Council, as appropriate.

6. ATTORNEY TO BE INDEPENDENT CONTRACTOR. ATTORNEY and ATTORNEY'S employees and agents are independent contractors, and not employees, agents or servants of the CITY.

7. CITY NOT LIABLE FOR ACTS OF ATTORNEY. The CITY shall not be liable for the acts, omissions to act, or negligence of ATTORNEY or the ATTORNEY'S agents, servants and employees. ATTORNEY shall maintain during the term of this contract, and all renewals and extensions thereof, professional liability insurance in at least the minimum amounts of One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) per annual aggregate, covering the professional services rendered. The ATTORNEY shall, also, maintain Worker's Compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation. If not required by law to maintain workers compensation insurance, ATTORNEY shall provide a notarized statement that, if ATTORNEY or ATTORNEY'S employees or agents are injured, neither ATTORNEY, nor ATTORNEY'S employees or agents, will hold the CITY responsible for any payment or compensation.

8. COMPLIANCE WITH APPLICABLE LAWS. ATTORNEY shall comply with all Federal, State and local laws and ordinances applicable to the work, and shall not discriminate on the grounds of race, color, religion, sex, disability or national origin in the performance of services to the CITY.

9. MISCELLANEOUS. Time is of the essence of this contract. This contract, together with the Request for Proposals #2015-07, which is incorporated herein by reference, is the entire agreement between the parties, and supersedes all prior contracts or agreements between the parties. Each party has had equal input into the drafting of this contract parties, and this contract shall not be construed against either party. This contract may not be modified except by written agreement executed with the same formalities as this contract. Once executed, a photocopy of this contract shall have the same force and effect as the original. Paragraph headings are for convenience only, and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. This contract is made in the State of Florida, and shall be governed by Florida law. Marion County shall be the exclusive venue for any litigation, arbitration or mediation relating to this contract. This contract may not be assigned or delegated by either party without the prior written consent of the other party. This contract shall not be construed to create legally enforceable rights in any persons or entities other than the ATTORNEY and the CITY.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the City Council of the City of Dunnellon on 11th day of January, 2016, and EXECUTED by the MAYOR on 11th day of January, 2016.

CITY OF DUNNELLON

Honorable Nathan Whitt, Mayor
City of Dunnellon, Florida

APPROVED and EXECUTED by the ATTORNEY on 11th day of January, 2016.

ATTORNEY

Shepard, Smith & Cassady, P.A.
By: Andrew Hand, Esquire
As its: Authorized Representative



DUNNELLON POLICE DEPARTMENT

The Honorable Chief Terry Holland
Bellevue Police Department
5350 SE 110th Street
Bellevue, FL 34420

Dear Chief Holland,

Enclosed are two originals Voluntary Cooperation/Operational Assistance Agreement for the years 2015-2016 between the City of Dunnellon and The Bellevue Police Department. This agreement shall be deemed renewed form year to year automatically unless either party gives notice to the other party at least ninety (90) days in advance of an anniversary date of its intention not to renew.

Please review the agreement at your earliest convenience, sign and return both original copies to me. Once execution is completed by the City of Dunnellon, I will forward an original to The Marion County Sheriff's Office and file a copy with FDLE pursuant to Florida Statute 23.1225(4).

As always, thank you for your assistance and I look forward to working with your agency in the future. If you have any questions regarding this matter, please do not hesitate to contact me at (352) 465-8510.

Sincerely,

Nathan Whitt
Mayor

Enclosure

Cc: File

**VOLUNTARY COOPERATION/OPERATIONAL
ASSISTANCE AGREEMENT**

MASTEI

“WHEREAS, The City of Belleview is a municipality which maintains a municipal law enforcement agency known as the Belleview Police Department; and

WHEREAS, The City of Dunnellon is a municipality which maintains a municipal law enforcement agency known as the Dunnellon Police Department; and

WHEREAS, it is the intent of this agreement that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services in both intensive situations including emergencies under Section 252.34(2), Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

- (a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:
1. **IDENTIFICATION:** The evidence sections of the Dunnellon Police Department and the Belleview Police Department shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.

2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the Marion County Sheriff's Office Corrections Officers. In the event the resources of the Marion County Sheriff's Office are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.
3. **BOOKING AND DETENTION:** Booking and Detention of arrested persons shall be by the Marion County Sheriff's Office Corrections Officers at the Marion County Jail. Whenever possible, advance notice of mass arrests, or anticipated mass arrests, shall be given to the on-duty supervisor at the Marion County Jail in order that adequate arrangements may be made for orderly, efficient, and safe processing of all arrested persons.

SECTION III: The party that furnishes any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof. The party furnishing aid pursuant to this part shall compensate its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid unless otherwise provided. Nothing herein shall prevent the requesting agency requesting supplemental appropriations from the governing authority having budgetary jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION IV: Each agency will bear the liability arising from acts undertaken by its personnel pursuant to this agreement. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

SECTION V: Each party shall provide satisfactory proof of police professional liability insurance including general liability insurance with minimum limits of \$200,000.00 for a single claim and \$300,000.00 for multiple claims arising out of the same incident or occurrence, or that it is a self-insured entity for purposes of Chapter 768.28(5) of the Florida Statutes. Should the coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of their receipt of notice of such change.

SECTION VI: The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the agency head or his designee of the agency requesting assistance.

SECTION VII: In accordance with Chapter 23.127, Florida Statutes, whenever the employees of any law enforcement agency are rendering aid outside its jurisdiction and pursuant to the authority contained in or to any written agreement entered under this part, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed or appointed.

SECTION VIII: Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one agency to the other.

SECTION IX: This agreement shall be deemed renewed from year to year automatically unless either party gives notice to the other party at least ninety (90) days in advance of an anniversary date of its intention not to renew.

IN WITNESS WHEREOF, the agencies hereto cause the duly authorized signatures to be affixed.

Witness

Nathan Whitt, Mayor (date)
City of Dunnellon

Witness

Terry Holland, Chief of Police (date)
Bellevue Police Department

For the City of Bellevue:

For the City of Dunnellon:

Christine K. Dobkowski (date)
Mayor

Nathan Whitt (date)
Mayor

Approved as to form and sufficiency for
the use and benefit of the City of Bellevue.

Approved as to form and sufficiency for
the use and benefit of the City of Dunnellon.

City Attorney (date)

City Attorney (date)

VOLUNTARY COOPERATION/OPERATIONAL ASSISTANCE AGREEMENT

MASTER

WHEREAS, it is the intent of this agreement that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services in both intensive situations including emergencies under Section 252.34, Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

(a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:

1. **IDENTIFICATION:** The evidence sections of the Dunnellon Police Department and the Williston Police Department shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.
2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the Marion County Sheriff's Office Corrections Officers. In the event the resources of the Marion County Sheriff's Office are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.

VOLUNTARY COOPERATION/OPERATIONAL
ASSISTANCE AGREEMENT

ALR2016-04

MASTER

WHEREAS, it is the intent of this agreement that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services in both intensive situations including emergencies under Section 252.34(2), Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

- (a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:
1. **IDENTIFICATION:** The evidence sections of the Dunnellon Police Department and the Ocala Police Department shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.
 2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the Marion County Sheriff's Office Corrections Officers. In the event the resources of the Marion County Sheriff's Office are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.

VOLUNTARY COOPERATION/OPERATIONAL ASSISTANCE AGREEMENT

MASTER

WHEREAS, it is the intent of this agreement that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services in both intensive situations including emergencies under Section 252.34(2), Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

- (a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:
 1. **IDENTIFICATION:** The evidence sections of the Dunnellon Police Department and the Levy County Sheriff’s Office shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.
 2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the Levy County Sheriff’s Office Corrections Officers. In the event the resources of the Levy County Sheriff’s Office are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.

**VOLUNTARY COOPERATION/OPERATIONAL
ASSISTANCE AGREEMENT**

MASTER

WHEREAS, it is the intent of this agreement that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the for of law enforcement services in both intensive situations including emergencies under Section 252.34(2), Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

- (a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:
 1. **IDENTIFICATION:** The evidence sections of the Dunnellon Police Department and the Citrus County Sheriff's Office shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.
 2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the Citrus County Sheriff's Office. In the event the resources of the Citrus County Sheriff's Office are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.

**VOLUNTARY COOPERATION/OPERATIONAL
ASSISTANCE AGREEMENT**

MASTER

WHEREAS, it is the intent of this agreement that because of existing and continuing law enforcement problems and intensive situations, especially those that cross jurisdictional lines, and in order to insure that the preparation of law enforcement will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the for of law enforcement services in both intensive situations including emergencies under Section 252.34(2), Florida Statutes, and routine services including but not limited to follow-up investigation into criminal activity, backup services during patrol activities and inter-agency task forces;

NOW, THEREFORE, the parties agree as follows:

SECTION I: In the event that a party to this agreement is in need of assistance as set forth above, they shall notify the agency or agencies from whom assistance is required. The agency head whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner he deems appropriate. Where investigative priorities arising during a law enforcement operation require crossing of jurisdictional lines, it is the intent of the parties to this agreement that approval to cross jurisdictional lines is presumed at all times unless expressly stated to the contrary. Each party agrees to notify the agency head or his designees of the agency involved as soon as is practical in the event of a major investigation or if an intensive situation develops.

SECTION II: Each party agrees to furnish necessary equipment, resources and facilities and to render aid and services to each and every other party to the agreement as set forth above; provided however, that no party shall be required to unreasonably deplete its own equipment, resources, facilities and services in furnishing such mutual aid.

(a) **MASS ARRESTS** – In the event it becomes necessary to effect mass arrests resulting from any intensive situation, including but not limited to those aforementioned, unless circumstances make it impractical or impossible, the procedure shall be as follows:

1. **IDENTIFICATION:** The evidence sections of the Dunnellon Police Department and Marion County Public Safety shall be designated to process for identification all persons taken into custody in any mass arrest situation. The evidence technicians will be responsible for photographing and preparing a log of all arrested persons and the respective arresting officers, as well as for supervising the collection and preservation of any and all evidence related to or associated with the incident necessitating the arrest, or that may be required for effective prosecution.
2. **TRANSPORTATION:** Transportation of any arrested person shall be the responsibility of the arresting agency unless the number of persons arrested is greater than fifteen (15). In the event that the number of persons arrested is greater than fifteen (15), the transportation shall be by the Marion County Public Safety. In the event the resources of the Marion County Public Safety are inadequate to meet the transportation requirements, additional vehicles for transportation may be obtained from the Florida Correctional Institution, Lowell, Florida.



December 30, 2015

Eddie Esch
City of Dunnellon
11924 Bostick Street
Dunnellon, Florida 34431

RE: *Choice Hotel WM Extension / Bid Results*
Kimley-Horn Project No. 042382040

Dear Mr. Esch:

On December 30, 2015 at 1:05 PM, bids for the Choice Hotel Water Main Extension were opened and read aloud in the City Hall Council Chambers. All bids were reviewed for calculation errors and responsiveness. The following is a summary of our review.

Paragraph 7, Section 00300 "Bid Form" of the bid documents states that the unit prices submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid. Also, the corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes. There were unit price summation errors found in several bids; however, the changes were minor. Corrected bid totals are portrayed below.

The following is a summary of bids received:

CONTRACTOR	BASE BID TOTAL
GWP Construction, Inc.	\$458,382.60
Commercial Industrial Corp.	\$516,039.19
Pave Rite Inc.	\$518,707.29
T&C Underground, Inc.	\$544,620.00
Art Walker Construction Inc.	\$554,843.50
Salser Construction	\$546,802.42
Pospiech Contracting, Inc.	\$568,870.00
Hartman Civil Construction Co., Inc.	\$614,200.00

Section 00100 "Instructions to Bidders" of the bid documents describes the information that must be submitted with each bid to be considered a complete and responsive bid. All bids received were reviewed for compliance with this section of the bid documents. No errors were noted.

The lowest responsive base bid was from GWP Construction, Inc. in the amount of \$458,382.60. GWP Construction, Inc. has performed well for the City in the past and is eligible for rehire. Based on the above information, we have no objection to the City selecting GWP Construction, Inc. for the Choice Hotel Water Main Extension project.

Sincerely,



M. Lewis Bryant, P.E.

MMT/aep

Attachment: Bid Tabulation

Cc: File

K:\OCA_Civil\042382040 - Choice Hotel WM Extension\Bid Admin\Lee151230mlb_Bid Results.docx

BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT				
		GWP CONSTRUCTION				COMMERCIAL CORP				PAVERITE				T&C UNDERGROUND				ART WALKER CONSTRUCTION				SALSER CONSTRUCTION				POSPIECH CONTRACTING				HARTMAN CIVIL			
1	Mobilization (Cannot Exceed 5% of Total Bid)	1	LS	\$22,536.20	\$22,536.20	1	LS	\$22,000.00	\$22,000.00	1	LS	\$18,340.47	\$18,340.47	1	LS	\$20,800.00	\$20,800.00	1	LS	\$24,068.25	\$24,068.25	1	LS	\$9,000.00	\$9,000.00	1	LS	\$22,650.00	\$22,650.00	1	LS	\$30,000.00	\$30,000.00
2	Performance and Payment Bond	1	LS	\$14,070.00	\$14,070.00	1	LS	\$9,635.99	\$9,635.99	1	LS	\$8,740.56	\$8,740.56	1	LS	\$8,500.00	\$8,500.00	1	LS	\$5,500.00	\$5,500.00	1	LS	\$9,161.59	\$9,161.59	1	LS	\$6,500.00	\$6,500.00	1	LS	\$12,000.00	\$12,000.00
3	Maintenance of Traffic	1	LS	\$9,870.90	\$9,870.90	1	LS	\$25,520.44	\$25,520.44	1	LS	\$6,539.01	\$6,539.01	1	LS	\$11,500.00	\$11,500.00	1	LS	\$52,045.00	\$52,045.00	1	LS	\$4,265.57	\$4,265.57	1	LS	\$3,000.00	\$3,000.00	1	LS	\$8,500.00	\$8,500.00
4	Erosion and Sediment Control	1	LS	\$2,857.50	\$2,857.50	1	LS	\$3,903.26	\$3,903.26	1	LS	\$1,350.43	\$1,350.43	1	LS	\$3,500.00	\$3,500.00	1	LS	\$8,360.00	\$8,360.00	1	LS	\$15,993.94	\$15,993.94	1	LS	\$7,000.00	\$7,000.00	1	LS	\$8,500.00	\$8,500.00
5	Restoration General - (Includes grading, seeding, and mulching all areas disturbed during construction and general restoration of project.)	1	LS	\$18,568.20	\$18,568.20	1	LS	\$29,898.77	\$29,898.77	1	LS	\$51,421.19	\$51,421.19	1	LS	\$25,000.00	\$25,000.00	1	LS	\$26,080.00	\$26,080.00	1	LS	\$51,630.79	\$51,630.79	1	LS	\$20,000.00	\$20,000.00	1	LS	\$16,000.00	\$16,000.00
6	Restoration - Asphalt Pavement	3,700	SF	\$4.00	\$14,800.00	3,700	SF	\$3.55	\$13,135.00	3,700	SF	\$7.47	\$27,639.00	3,700	SF	\$6.00	\$22,200.00	3,700	SF	\$8.50	\$31,450.00	3,700	SF	\$5.04	\$18,648.00	3,700	SF	\$3.00	\$11,100.00	3,700	SF	\$6.00	\$22,200.00
7	Restoration - Other Pavement	200	SF	\$3.90	\$780.00	200	SF	\$6.63	\$1,326.00	200	SF	\$7.17	\$1,434.00	200	SF	\$10.00	\$2,000.00	200	SF	\$8.50	\$1,700.00	200	SF	\$4.26	\$852.00	200	SF	\$3.00	\$600.00	200	SF	\$10.00	\$2,000.00
8	Survey	1	LS	\$5,500.00	\$5,500.00	1	LS	\$8,843.72	\$8,843.72	1	LS	\$4,592.28	\$4,592.28	1	LS	\$3,500.00	\$3,500.00	1	LS	\$3,415.50	\$3,415.50	1	LS	\$3,725.83	\$3,725.83	1	LS	\$3,570.00	\$3,570.00	1	LS	\$5,000.00	\$5,000.00
9	Record Drawings	1	LS	\$1,980.00	\$1,980.00	1	LS	\$6,316.94	\$6,316.94	1	LS	\$3,479.36	\$3,479.36	1	LS	\$2,500.00	\$2,500.00	1	LS	\$2,607.00	\$2,607.00	1	LS	\$2,843.87	\$2,843.87	1	LS	\$2,800.00	\$2,800.00	1	LS	\$2,500.00	\$2,500.00
10	Construction Testing	1	LS	\$3,910.20	\$3,910.20	1	LS	\$4,421.86	\$4,421.86	1	LS	\$5,354.01	\$5,354.01	1	LS	\$3,500.00	\$3,500.00	1	LS	\$7,711.00	\$7,711.00	1	LS	\$11,947.10	\$11,947.10	1	LS	\$4,500.00	\$4,500.00	1	LS	\$4,500.00	\$4,500.00
11	Unsuitable Fill (includes removal, hauling, disposal, and tipping fees of unsuitable material and hauling, replacement, compaction, testing, etc. of all clean fill required to replace removed material)	250	CY	\$21.00	\$5,250.00	250	CY	\$13.84	\$3,460.00	250	CY	\$41.96	\$10,490.00	250	CY	\$15.00	\$3,750.00	250	CY	\$10.00	\$2,500.00	250	CY	\$13.90	\$3,475.00	250	CY	\$12.00	\$3,000.00	250	CY	\$10.00	\$2,500.00
12	6" C-900 DR-18 PVC Water Main (including fittings, restraints, adapters, etc.)	800	LF	\$15.60	\$12,480.00	800	LF	\$13.22	\$10,576.00	800	LF	\$14.19	\$11,352.00	800	LF	\$20.00	\$16,000.00	800	LF	\$23.85	\$19,080.00	800	LF	\$21.91	\$17,528.00	800	LF	\$30.00	\$24,000.00	800	LF	\$32.00	\$25,600.00
13	12" C-900 DR-18 PVC Water Main (including fittings, restraints, adapters, etc.)	6,100	LF	\$27.30	\$166,530.00	6,100	LF	\$28.24	\$172,264.00	6,100	LF	\$28.61	\$174,521.00	6,100	LF	\$34.00	\$207,400.00	6,100	LF	\$28.70	\$175,070.00	6,100	LF	\$31.96	\$194,956.00	6,100	LF	\$37.00	\$225,700.00	6,100	LF	\$40.00	\$244,000.00
14	12" Class 350 Ductile Iron Pipe Water Main (including fittings, restraints, adapters, etc.)	210	LF	\$49.80	\$10,458.00	210	LF	\$56.94	\$11,957.40	210	LF	\$58.60	\$12,306.00	210	LF	\$67.00	\$14,070.00	210	LF	\$60.25	\$12,652.50	210	LF	\$56.20	\$11,802.00	210	LF	\$60.00	\$12,600.00	210	LF	\$90.00	\$18,900.00
15	FDOT Crossing Jack and Bore w/ 24" Casing (Includes all pipe, spacers, restraints, fittings, and all other material and labor as required for a complete and functional system)	125	LF	\$297.00	\$37,125.00	125	LF	\$400.33	\$50,041.25	125	LF	\$351.65	\$43,956.25	125	LF	\$320.00	\$40,000.00	125	LF	\$338.15	\$42,268.75	125	LF	\$369.70	\$46,212.50	125	LF	\$320.00	\$40,000.00	125	LF	\$480.00	\$60,000.00
16	Fire Hydrant Assembly	6	EA	\$4,170.50	\$25,023.00	6	EA	\$4,080.68	\$24,484.08	6	EA	\$4,285.31	\$25,711.86	6	EA	\$4,800.00	\$28,800.00	6	EA	\$5,510.00	\$33,060.00	6	EA	\$4,661.96	\$27,971.76	6	EA	\$4,925.00	\$29,550.00	6	EA	\$4,600.00	\$27,600.00
17	12" Gate Valve	8	EA	\$2,128.00	\$17,024.00	8	EA	\$2,582.30	\$20,658.40	8	EA	\$2,336.80	\$18,694.40	8	EA	\$2,800.00	\$22,400.00	8	EA	\$3,047.00	\$24,376.00	8	EA	\$2,530.56	\$20,244.48	8	EA	\$6,525.00	\$52,200.00	8	EA	\$2,800.00	\$22,400.00
18	12" x 6" Tapping Sleeve and Valve Assembly	1	EA	\$2,752.60	\$2,752.60	1	EA	\$3,739.36	\$3,739.36	1	EA	\$3,271.24	\$3,271.24	1	EA	\$3,400.00	\$3,400.00	1	EA	\$3,046.00	\$3,046.00	1	EA	\$3,098.52	\$3,098.52	1	EA	\$5,000.00	\$5,000.00	1	EA	\$3,500.00	\$3,500.00
19	8" x 8" Tapping Sleeve and Valve Assembly	1	EA	\$3,074.70	\$3,074.70	1	EA	\$4,836.05	\$4,836.05	1	EA	\$3,685.43	\$3,685.43	1	EA	\$3,800.00	\$3,800.00	1	EA	\$3,326.50	\$3,326.50	1	EA	\$3,361.72	\$3,361.72	1	EA	\$5,000.00	\$5,000.00	1	EA	\$4,000.00	\$4,000.00
20	Valve Vault (Includes transitions, 12" piping, 4" piping, reducers, fittings, 4" valves, 12" valves, flow meter, pressure reducing valves, valve vault, vault bedding and #57 stone, pipe stands, and all other material and labor as required for a complete and functional system)	1	LS	\$33,370.60	\$33,370.60	1	LS	\$33,520.67	\$33,520.67	1	LS	\$34,010.09	\$34,010.09	1	LS	\$41,500.00	\$41,500.00	1	LS	\$25,444.00	\$25,444.00	1	LS	\$37,898.77	\$37,898.77	1	LS	\$40,600.00	\$40,600.00	1	LS	\$40,000.00	\$40,000.00
21	Solar Power Panel (Includes solar power system, mounting pole, conduit, conductor, and all other material and labor as required for a complete and functional system)	1	LS	\$12,388.60	\$12,388.60	1	LS	\$10,000.00	\$10,000.00	1	LS	\$13,237.95	\$13,237.95	1	LS	\$16,000.00	\$16,000.00	1	LS	\$12,389.00	\$12,389.00	1	LS	\$13,514.22	\$13,514.22	1	LS	\$13,000.00	\$13,000.00	1	LS	\$14,500.00	\$14,500.00
22	Lift Station Rehabilitation (Includes two new pumps, power cable, control panel replacement, and all other materials and labor as required for a complete and functional system)	1	LS	\$37,533.10	\$37,533.10	1	LS	\$45,000.00	\$45,000.00	1	LS	\$38,080.76	\$38,080.76	1	LS	\$44,000.00	\$44,000.00	1	LS	\$38,194.00	\$38,194.00	1	LS	\$38,170.76	\$38,170.76	1	LS	\$36,000.00	\$36,000.00	1	LS	\$39,500.00	\$39,500.00
23	Allowance for City of Dunnellon Electrical Permit fee.	1	LS	\$500.00	\$500.00	1	LS	\$500.00	\$500.00	1	LS	\$500.00	\$500.00	1	LS	\$500.00	\$500.00	1	LS	\$500.00	\$500.00												
GRAND TOTAL		\$458,382.60				\$516,039.19				\$518,707.29				\$544,620.00				\$554,843.50				\$546,802.42				\$568,870.00				\$614,200.00			

BID FORM NOTE: 1. ASTERISK SYMBOL(*) ON LANDSCAPE QUANTITIES INDICATES THAT THE BIDDER SHALL INSERT THE QUANTITY TO INCLUDE SODDING NECESSARY FOR LANDSCAPE PLAN AND RESTORATION OF ALL DISTURBED AREAS.



CITY OF DUNNELLO

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

Mailed
12-17-2015

NOTICE OF QUASI JUDICIAL HEARING FOR TREE PERMIT REMOVAL #PZ1415-096

Dear Property Owner:

The Dunnellon City Council will hold a public hearing regarding tree removal permit application #PZ1415-096 by Sally Chesterfield, 20814 W Pennsylvania Avenue, Dunnellon, FL 34431, Parcel Number 3380-0428-00 (Two Rivers Inn) to remove one Water Oak Tree. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Monday, January 11, 2016, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you.

The application, filed under application number PZ1415-096, by Sally Chesterfield, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

Interested parties may appear at the meetings and be heard with respect to the requested special exception. Please be advised that all oral and written communications prior to the hearing concerning the case between any member of the City Council and the applicant or the public are strongly discouraged under Florida law.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Dunnellon Land Development Regulations are available for inspection at City Hall, during normal business hours, 8:00 a.m. to 4:00 p.m. Persons with disabilities needing assistance to participate in any of these proceedings should contact Dawn Bowne, City Clerk at (352) 465-8500 at least 48 hours prior to the date of the scheduled hearing.

Sincerely,



Dawn M. Bowne, M.M.C.
City Clerk

From: [Dawn Bowne](#)
To: ["sally@thechesterfields.net"](mailto:sally@thechesterfields.net)
Cc: [Lonnie Smith](#); [Teresa Malmberg](#); [Eddie Esch](#); [Eddie Esch](#); [Mandy Roberts](#); [Lynn Wyland](#); [Loretta Barton](#)
Subject: Notice of Quasi Judicial Hearing - Tree Removal_Chesterfield
Date: Thursday, December 17, 2015 12:27:00 PM
Attachments: [PZ1415_096_Property Owner Notice_Sally Chesterfield_20151217.pdf](#)

Ms. Chesterfield:

Attached please find your notice of Quasi Judicial Hearing before the Dunnellon City Council for Monday, January 11, 2016 as discussed on the phone for your application #PZ1415-096. A copy has been sent to you in the mail as well. Happy Holidays!! ☺

Dawn M. Bowne

Dawn M. Bowne, MMC
City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500, ext. 1002
352-465-8505 fax
dbowne@dunnellon.org
www.dunnellon.org

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



Meeting Date: Jan 11, 2016

From (Dept.): Community Development

Signature: [Signature]
Department Director

Approved for
Agenda: [Signature]
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

Subject: PZ1415-096 After-the-Fact Tree Removal, Sally Chesterfield for Two Rivers Inn

Request for Approval:

Summary Explanation and Background:
A water oak was removed without permit. Property manager was notified and subsequently submitted the application and presented to the Tree Board on 11/24/2015.

Fiscal Information:

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

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Board passed motion to recommend approval, no fines, pay commercial fee \$125.

Initiated by: tam / ls

DRAFT

CITY OF DUNNELLON TREE BOARD MINUTES TUESDAY, NOVEMBER 24, 2015, 4:30 P.M.

Call to Order – Chair, Paul Marrifino, 4:30 p.m.

Pledge of Allegiance – led by Chair, Paul Marrifino

Roll Call:

Members Present: Paul Marrifino, Jan DeWitt, Candy Craig

Member Absent: Jack Baird

Staff Present: Lonnie Smith

Proof of Publication: Posted on City's website and City Hall bulletin board on Tuesday, November 24, 2015

2. OLD/NEW BUSINESS

PZ1415-096 TWO RIVERS INN TREE REMOVAL FOR COUNCIL 1/11/16

After-the-Fact, Water Oak, Heritage – Lonnie Smith provided background, city employee notice removal of the tree, took pictures, contacted property owner and notified of permitting requirements and board review. Representative of the property owner, Sally Chesterfield, provided information that lead to removal of the tree. A large branch had fallen. When the tree company went up to trim, cracking was observed and she asked them to cut it down. Members reviewed photos and commented on condition of tree as observed from the stump. Mr. Marrifino reported that the requisite number of trees is met, and the tree was a safety hazard.

Jan DeWitt made the motion to recommend that Council approve the recommendation for no penalties and approve the after-the-fact removal and charge the basic commercial fee of \$125.00. Candy Craig, seconded. The motion was passed by unanimous vote, 3-0.

PZ1516-014 11535 E BLUE COVE DRIVE, WALK-ON

Live Oak, Heritage - Chris Haigh with CMH Landscape reported the 22" D.B.H. live oak has been butchered by the power company by 30 to 40 percent. The homeowner wants the tree removed as it presents a threat to property. There are 4 to 5 mature trees on the property near the canal. Members reviewed the permit application and photos noting the nearness to the house and if nothing is done the tree will continue to decline or become

more hazardous. Discussion of replacing the tree with an ornamental tree. Considering the size of the lot, the property will contain enough trees to meet requirements. Jan DeWitt made the motion to recommend Council approve the permit to remove the tree with no additional requirements. Candy Craig, seconded. The motion was passed by unanimous vote, 3-0.

PZ1516-002 HILTON TREE REMOVAL

Water Oak, Heritage, 34.39 DBH – Lonnie Smith reported that of the two trees, one is administrative approval. The Board is requested to review the water oak that is 34.39" D.B.H. Property owners are concerned about the tree falling on their or the neighbor's home. Members discussed the application and reviewed the trees still remaining on site. Jan DeWitt made the motion to recommend Council approve of the application to remove the tree as requested. Candy Craig, seconded. The motion was passed by unanimous vote, 3-0.

1. CHAIR'S COUNCIL REPORT

Mr. Marraffino reported on the Council's current focus on land use, conservation, public facilities and aquifer comprehensive plan changes. The conservation and land use elements received the more passionate response from the public and council. A set has been approved and sent to Tallahassee. Assuming no objections, the submission will pass. The 150 foot setback was left in the comprehensive plan. The lots platted before 2007 will be exempt from certain requirements. Regardless of how this comes out, it will impact the tree ordinance. This committee will have much to do next year to add clarity to the ordinance and make it less ominous.

3. PUBLIC COMMENT:

Mr. Williams inquired as to permitting to complete removal of a tree that was cut up by a tree company and the power company. Lonnie Smith will notify Mr. Williams of the requirements.

Lonnie Smith noted staff's interest in changing this board to be the final decision maker on tree removal applications. The board would be amenable for streamlining the process, but Council may not want to relinquish its authority. It was agreed that a more efficient system would be good for the public.

4. ADJOURNMENT – The meeting was adjourned at 5:20 p.m.

MINUTES APPROVED AS SUBMITTED TREE BOARD MTG 12/22/2015.

Paul Marraffino, Chair

Teresa Malmberg, Admin. Coordinator



Staff Report

From: Lonnie Smith, Community Development

To: Dunnellon Tree Board

Subj: "After the fact" tree permit application

Date: November 23, 2015

Background: During a routine trip by a city employee, they discovered that a tree had been cut down at the Two Rivers Inn. The employee called the permitting department and asked if a permit had been applied for to cut a tree at this location. The employee was informed that there was not a permit and was instructed to take some pictures and get a measurement of the stump. The collected information was submitted to Community Development for further review. The violator was called and informed of the situation and was instructed to apply for the tree permit.

Discussion: This incident is being treated as an after the fact tree permit. The following is the city code in relation to cutting down a tree without a permit:

Sec. 74-63. - Tree removal permit requirements and procedures.

(3) Anyone who fails to obtain a permit before removing or relocating a protected tree shall be subject to a penalty of \$25.00 per inch of DBH. However, the fine for unauthorized removal of a champion or heritage tree shall be \$100.00 per inch DBH of the removed tree, up to the maximum penalty allowed by law. Where the size of the champion or heritage tree cannot be determined, the minimum penalty shall be \$3,600.00 and the maximum penalty shall be provided by law. The removal of a champion or heritage tree without a permit shall be considered irreversible and irreparable in nature. Violators who fail to replace trees within the applicable time period set forth in this ordinance shall be considered guilty of a separate violation, and a fine shall be imposed for each day the violation exists, calculated from the date of unauthorized removal until the required replacement trees are installed.

(4) Violators must replace trees removed without a permit at triple the replacement ratio required for trees removed pursuant to a permit, except that the replacement ratio for champion and heritage trees shall be as provided in [section 74-68](#).

Sec. 74-68. - Specific standards for champion and heritage trees.

(a) Champion trees are those defined by the Florida Department of Agriculture and Consumer Services, Division of Forestry, or the American Forestry Association as being the largest of their species with the State of Florida or within the U.S. and shall include all trees, other than prohibited trees, 36 inches or more DBH.

(b) Heritage trees are trees defined by the City of Dunnellon as native trees, 20 inches or more DBH, except for water oak, laurel oak, sweet gum, and loblolly pine, which must be 30 inches or more to be defined as a heritage tree.

(c) Champion trees and heritage trees are protected trees and shall require a tree removal permit prior to removal, except that approval for removal of champion and heritage trees shall only be granted by the city council.

(d) The unauthorized removal of a champion or heritage tree shall require that replacement trees are installed on the basis of four inches DBH for each inch DBH of the removed champion or heritage tree, in addition to any other penalty or enforcement action by the City of Dunnellon. The minimum size of trees installed to replace champion or heritage trees shall be eight inches DBH. Replacement trees shall be of the same species as the removed champion or heritage tree.

The applicant has applied for the tree permit and is asking for leniency based on not being aware of the tree code and also that they felt the tree was endangering others in its present condition.

Recommendation: The applicant should pay the “after the fact” penalty for the permit. In addition, we ask that the Tree Board review all the facts leading up to the incident and grant leniency on the fine for the applicant.



**CITY OF DUNNELTON
TREE REMOVAL PERMIT**

RECEIVED

SEP 18 2015

CITY OF DUNNELTON
COMMUNITY DEVELOPMENT

Tree City USA

Applicant Information:

Permit Number: PZ1415-096

Date: 9/18/15

Type: Commercial Residential

Zip: 34431

Email: _____

Zip: _____

Phone: _____

Applicant Name: Sally Chesterfield
Business Name: Two Rivers Inn-Davis Motor Ct
Business Address: 20814 W Pennsylvania Ave
Phone: 352-489-2300 Cell: 209-6534
Location Address: Same
Contact Person if other than above: _____

Tree Information

Species / Diameter 4.5 ft. above ground <u>Oak Tree</u> <u>32" - DBH</u>	To be replaced with: <u>N/A</u>
<u>After the fact</u>	

Reason for removal:
The tree was in bad shape and during a storm recently a branch broke and lodged in another bad branch. This was hanging over river road. I was afraid of all this falling on a car or on a person and that was a the reason for removing this tree. IF I had known I would have gotten a permit.

If Applicable:
Contractor Name Davie Tree Removal License # _____
Phone: () _____ City Reg. # _____
Address: _____
Contractor Signature: Tree Beard _____
11/24/15

Tree Permits: Commercial and Residential

Application Checklist:

- a) Completed and signed application
- b) Tree Sketch - Use an existing property survey to show:
 - i) Location, species and diameter of the trees to be removed
 - ii) Location, species and size of replacement trees.

If no survey is available please use Site Plan Sketch below showing property boundaries, adjacent roads and location of house and driveway.

City Code exempts removal of dead or significantly damaged, trees removed for personal use, or trees endangering property, from a permit fee, however, a permit is still required AND an Administration Fee of \$50.00 is payable for securing ANY permit

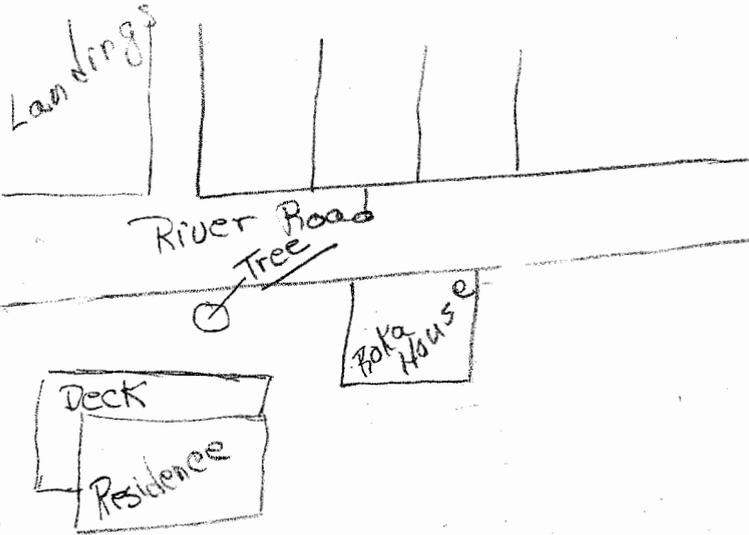
FEE: Permit \$ 75.00
Administration Fee \$ 50.00
TOTAL \$ 125.00

Waived Y N

\$125.00 + ATF penalties

Site Plan Sketch

**Indicate North



I understand that this is an application for tree removal and that the application must be reviewed and approved prior to any removal taking place. I also understand that if I do not plant appropriate replacement trees within 60 days of removal I may be in violation of the City of Dunnellon's minimum 16 trees per acre requirement and subject to enforcement action.

NOTE: Failure to secure a permit will result in a \$25.00 per inch DBH. However the fine for unauthorized removal of a champion or heritage tree shall be \$100.00 per inch DBH, in addition to a requirement to pay the current tree permit fee. When the size of a champion or heritage tree cannot be determined, the minimum penalty shall be \$3,600.00. If proof that removed tree is replaced, credits will be granted upon receipt of proof that replacement is in excess of 16 trees per acre (per City of Dunnellon Ordinance 2007-04)

Sally Chestnutfeld
 Applicant's Signature

9/18/15
 Date

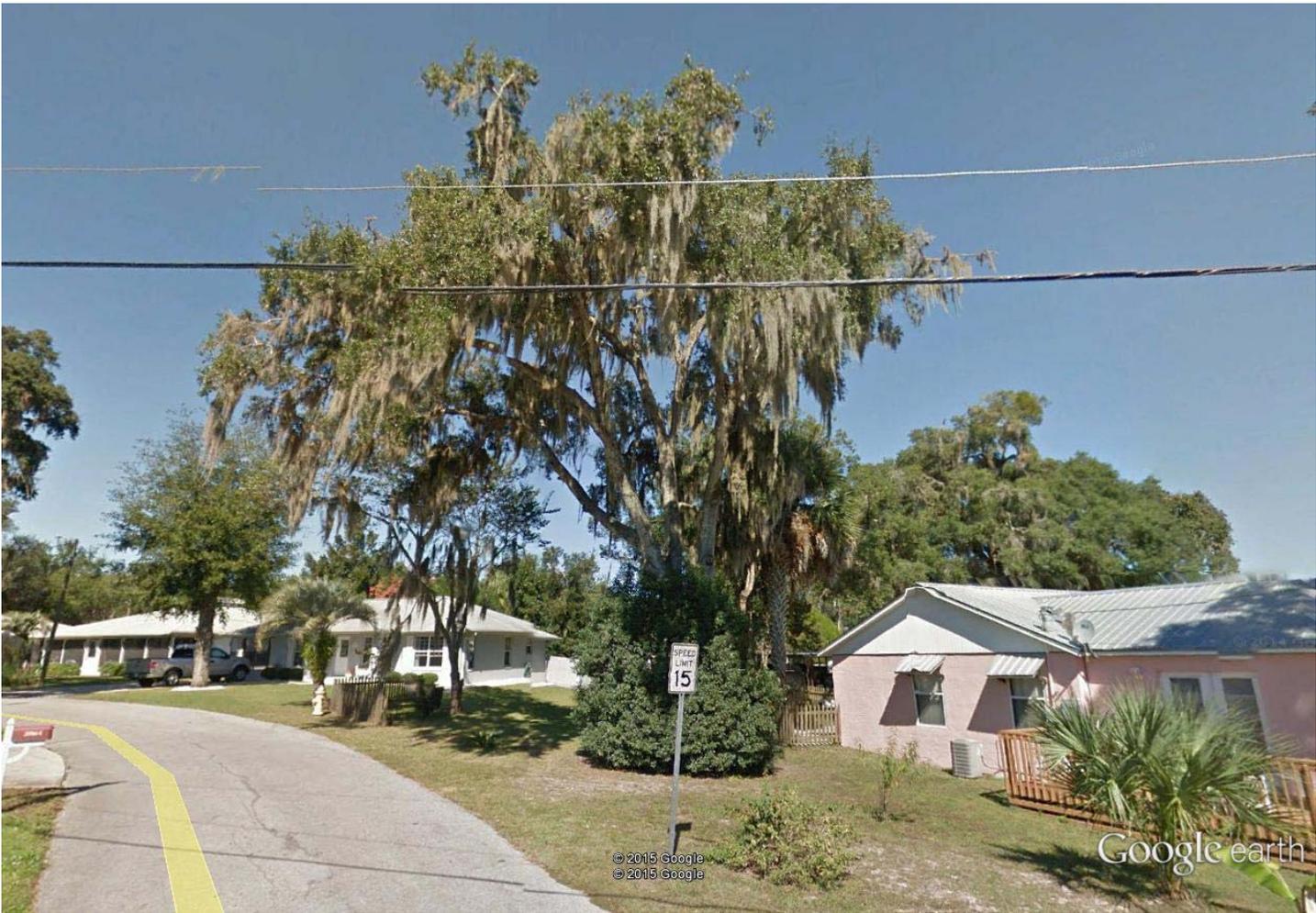
Approved Yes No _____ Date: _____
 Community Development Director

Reason for denial: _____









Google earth





CITY OF DUNNELLO

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

November 6th, 2015

Sally Chesterfield
Two Rivers Inn- Davis Motor Ct
20814 W. Pennsylvania Ave
Dunnellon, FL 34431

Re: Tree Removal Permit Application PZ1415-096
20814 W. Pennsylvania Ave

Dear Sally,

We are in receipt of your application to remove a Water Oak Tree from your property. In accordance with City of Dunnellon Code Sections 74-68(c), your application must be submitted to the City's Tree Board for recommendation to the City Council for approval or denial. We are aware that the tree has already been removed so the board will want you to explain the circumstances that resulted in the removal prior to permitting.

The next Tree Board meeting is scheduled for Tuesday, November 24, 2015 at 5:30 p.m. in the City Council Chambers at City Hall, 20750 River Drive, Dunnellon, Florida. We have scheduled your request for this meeting. If for any reason you are unable to attend, please contact the Community Development Department at (352) 465-8500, ext. 1011 and we will reschedule the matter to the next Tree Board meeting on December 23, 2015 at 5:30 p.m.

If you have any questions, please contact the Community Development Department at lsmith@dunnellon.org, (352) 465-8500 ext. 1011, or in writing at 20750 River Drive, Dunnellon, Florida, 34431.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Smith", is written over a white background.

Lonnie Smith,
Community Development Dept.

Proof of Publication

from the
RIVERLAND NEWS
Dunnellon, Marion County, Florida
PUBLISHED WEEKLY

PZ1415-096

STATE OF FLORIDA
COUNTY OF MARION

Before the undersigned authority personally appeared

Theresa J. Savery and/or LaKeshia Brisco and/or Mary Ann Naczi and/or Mishayla Coffas

Of the Riverland News, a newspaper published weekly at Dunnellon, in Marion County, Florida, that the attached copy of advertisement being a public notice in the matter of the

457-1105 RIV PUBLIC NOTICE NOTICE OF PUBLIC HEARING CITY OF DUNNELLON TREE BOARD TO CONSIDER TREE REMOVAL REQUESTS The Tree Board will hold a public hearing for recommendation to the City Council regarding the following tree removal permit application

Court, was published in said newspaper in the issues of November 5th, 2015,

Affiant further says that the Riverland News is a Newspaper published at Dunnellon in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in Marion County, Florida, each week and has been entered as second class mail matter at the post office in Dunnellon in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Ann Naczi
The forgoing instrument was acknowledged before me

This 5th day of November, 2015

By: Theresa J. Savery and/or LaKeshia Brisco and/or Mary Ann Naczi and/or Mishayla Coffas

who is personally known to me and who did take an oath.

Mishayla Coffas
Notary Public

457-1105 RIV
PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
CITY OF DUNNELLON
TREE BOARD
TO CONSIDER TREE REMOVAL REQUESTS

The Tree Board will hold a public hearing for recommendation to the City Council regarding the following tree removal permit applications: PZ1516-002 Darrell Hilton to remove one (1) Water Oak tree pursuant to the City of Dunnellon, Code of Ordinances, Subpart A, General Ordinances, Chapter 74, Vegetation, Article II, Trees, located at 12078 Palmetto Ct, Dunnellon, Florida being Parcel Number 3381-006-019 and PZ1415-096 Sally Chesterfield to remove one (1) Water Oak tree pursuant to the City of Dunnellon, Code of Ordinances, Subpart A, General Ordinances, Chapter 74, Vegetation, Article II, Trees, located at 20814 W. Pennsylvania Ave, Dunnellon, Florida being Parcel Number 3380-0428-00. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Tuesday, November 24, 2015, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice.

The applications, filed under application number PZ1516-002 submitted by Darrell Hilton and PZ1415-096 submitted by Sally Chesterfield, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

APPEAL: NECESSITY OF RECORD: Notice is given that if any person desires to appeal any action taken by the Tree Board at the above hearing, a verbatim record of the proceedings may be necessary pursuant to Florida Statutes, 286.0105. The City assumes no responsibility for furnishing said record; however, the hearings will be audio recorded by the City for public use.

If any accommodations are needed for persons with disabilities, please contact the Office of the City Clerk at 352-465-8500.

Published November 5, 2015.

MISHAYLA COFFAS
MY COMMISSION #FF177190
EXPIRES November 18, 2018
(407) 398-0153 FloridaNotaryService.com

CITRUS PUBLISHING
ATTN: LEGAL DEPARTMENT
1624 N MEADOWCREST BLVD.
CRYSTAL RIVER, FL 34429
352-726-0902 PHONE
352-726-9603 FAX

Riverland News - INVOICE

Dear Customer: *10079093 City of Dunnellon*

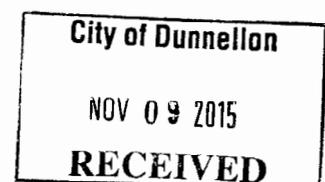
This is an invoice to process your payment for the enclosed ad. Please include Order #12840779 on your check and send payment of \$25.30 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 457-1105 RIV PUBLIC NOTICE NOTICE OF PUBLIC HEARING CITY OF DUNNELON TREE BOARD TO CONSIDER TREE REMOVAL REQUESTS The Tree Board will hold a public hearing for recommendation to the City Council regarding the following tree removal permit application

Ad publication dates:
November 5th, 2015,

Thank you for your business,

Theresa J. Savery and/or LaKeshia Brisco and/or Mary Ann Naczi and/or Mishayla Coffas
Legal Representative



Page : 1 of 1 10/29/2015 14:30:26
Order Number : 12840779
PO Number : PZ1516-002/PZ1415-09
Customer : 10079093 zzCity of Dunnellon Legals
Contact : Dawn M. Bowne, C.M.C., City Cl
Address1 : 20750 River Drive
Address2 :
City St Zip : Dunnellon FL 34431
Phone : (352) 465-8500 x23
Fax : (352) 465-8505
Credit Card :
Printed By : Mary Ann Naczi
Entered By : Mary Ann Naczi
Keywords : 457-1105 RIV PUBLIC NOTICE NOTICE OF PUBLIC HEARI
Notes :
Zones :

Ad Number : 12953365
Ad Key :
Salesperson : 05 - Mary Ann Naczi
Publication : Riverland Legals
Section : Legals
Sub Section : Legals
Category : 995E-Miscellaneous Notices
Dates Run : 11/05/2015-11/05/2015
Days : 1
Size : 3 x 3.42, 38 lines
Words : 314
Ad Rate : 99GOV
Ad Price : 25.30
Amount Paid : 0.00
Amount Due : 25.30

*DNB
01515-30491*

457-1105 RIV
 PUBLIC NOTICE
 NOTICE OF PUBLIC HEARING
 CITY OF DUNNELLON
 TREE BOARD
 TO CONSIDER TREE REMOVAL REQUESTS

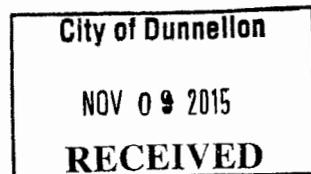
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The applications, filed under application number PZ1516-002 submitted by Darrell Hilton and PZ1415-096 submitted by Sally Chesterfield, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

APPEAL: NECESSITY OF RECORD. Notice is given that if any person desires to appeal any action taken by the Tree Board at the above hearing, a verbatim record of the proceedings may be necessary pursuant to Florida Statutes, 286.0105. The City assumes no responsibility for furnishing said record, however, the hearings will be audio recorded by the City for public use.

If any accommodations are needed for persons with disabilities, please contact the Office of the City Clerk at 352-465-8500.

Published November 5, 2015.



cc: T/S



CITY OF DUNNELLON

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

Mailed
12-28-2015

NOTICE OF QUASI JUDICIAL HEARING FOR TREE PERMIT REMOVAL #PZ1516-016

Dear Property Owner:

The Dunnellon City Council will hold a public hearing regarding tree removal permit application #PZ1516-016 by Charles MacIntyre, 11809 Camp Drive, Dunnellon, FL 34432, Parcel Number 3453-005-010 to remove one 28" Diameter Pine Tree. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Monday, January 11, 2016, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you.

The application, filed under application number PZ1516-016, by Charles MacIntyre, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

Interested parties may appear at the meetings and be heard with respect to the requested special exception. Please be advised that all oral and written communications prior to the hearing concerning the case between any member of the City Council and the applicant or the public are strongly discouraged under Florida law.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Dunnellon Land Development Regulations are available for inspection at City Hall, during normal business hours, 8:00 a.m. to 4:00 p.m. Persons with disabilities needing assistance to participate in any of these proceedings should contact Dawn Bowne, City Clerk at (352) 465-8500 at least 48 hours prior to the date of the scheduled hearing.

Sincerely,


Dawn M. Bowne, M.M.C.
City Clerk

From: [Dawn Bowne](#)
To: "chuckmacintyre@hotmail.com"
Cc: [Lonnie Smith](#); [Teresa Malmberg](#); [Eddie Esch](#); [Mandy Roberts](#); [Lynn Wyland](#); [Loretta Barton](#)
Subject: Notice of Quasi Judicial Hearing - Tree Removal_MacIntyre
Date: Monday, December 28, 2015 5:09:00 PM
Attachments: [PZ1516_016_Property_Owner_Notice_Charles_MacIntyre_20151228.pdf](#)

Mr. MacIntyre:

Attached please find your notice of Quasi Judicial Hearing before the Dunnellon City Council for Monday, January 11, 2016 for your tree removal application #PZ1516-016. A copy has been sent to you in the mail as well.

Happy Holidays!! ☺

Dawn M. Bowne

Dawn M. Bowne, MMC
City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500, ext. 1002
352-465-8505 fax
dbowne@dunnellon.org
www.dunnellon.org

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



Meeting Date: Jan 11, 2016

From (Dept.): Community Development

Signature: [Signature]
Department Director

Approved for
Agenda: [Signature] for ETE
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

Subject: PZ1516-016 Application for Tree Removal Permit - Water Oak

Request for Approval:

Summary Explanation and Background:
Property Owner Charles MacIntyre, 11809 Camp Drive, applied for a permit to remove a Heritage Pine, 34.4" D.B.H. The application was presented to the Tree Board on 11/24/2015. Mr. MacIntyre reported the potential threat to property, both his and his neighbor's and that the tree does have some decay. The draft minutes of the Tree Board are attached as supporting documentation of action taken by the board.

Fiscal Information:

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

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Tree Board recommends Council approval be granted to remove the tree.

Initiated by: _____ / _____

DRAFT - COUNCIL - SEE ITEM 3

Minutes Tree Board December 22, 2015, 5:30 p.m.

The Chair called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance.

Roll Call

Members Present: Paul Maraffino, Jan DeWitt, Candy Craig

Members Absent: Jack Baird

Staff Present: Lonnie Smith, Eddie Esch

Proof of Publication: The agenda was posted on City's website and City Hall bulletin board on Wednesday, December 16, 2015.

1. MINUTES FOR APPROVAL

The minutes of the March 24, 2015 and November 24, 2015 were approved with the correction of the spelling of Mr. Maraffino's last name.

2. CHAIR'S COUNCIL REPORT

3. Tree Removal Application - PZ1516-016

Heritage Pine 34.4" D.B.H. MacIntyre 11809 Camp Drive: Mr. MacIntyre presented that the tree has some decay and is a threat to his and his neighbor's homes due to location and size if it falls, and some large limbs have fallen. He also noted that they have 27 trees on their property. Mr. Maraffino drove by and looked at the tree. He noted that the tree is very tall, and possibly poses a threat. Jan DeWitt motioned that the board recommend that Council approve the permit for removal. Candy Craig seconded. The motion passed by unanimous vote, 3-0.

4. PUBLIC COMMENT: None

5. ADJOURNMENT: The meeting was adjourned at 5:36 p.m.

DRAFT

Paul Maraffino, Chair

Teresa Malmberg, Admin. Coordinator



**CITY OF DUNNELLO
TREE REMOVAL PERMIT**

Tree City USA
Tree City USA

Applicant Information:

Parcel Number: 3453-005-010
Applicant Name: CHARLES MACINTYRE
Business Name: _____
Business Address: _____
Phone: 727-709-9045 Cell: _____
Location Address: 11809 CAMP DR
Contact Person if other than above: _____

Permit Number: PZ1516-016
Date: 12-1-15
Type: Commercial Residential
Zip: 34432
Email: _____
Zip: 34432
Phone: _____

Tree Information

<u>Species / Diameter 4.5 ft. above ground</u> <u>PINE - DIA = 28"</u> <u>109" circumference</u> <u>34.4 DBH</u>	<u>To be replaced with:</u> <u>Nothing</u> <u>12/16: Mr. MacIntyre estimates 10 trees</u> <u>remaining on the property. Per MCPA, the</u> <u>property is .40 acres. /tam</u>
<u>Reason for removal:</u> <u>DANGER of FALLING PA ON HOUSE (OURS) AND</u> <u>OUR NEIGHBOR'S HOUSE</u>	
<u>If Applicable:</u> Contractor Name _____ License # _____ Phone: () _____ City Reg. # _____ Address: _____ Contractor Signature: _____	

Tree Permits: Commercial and Residential

Application Checklist:

- a) Completed and signed application
- b) Tree Sketch – Use an existing property survey to show:
 - i) Location, species and diameter of the trees to be removed
 - ii) Location, species and size of replacement trees.

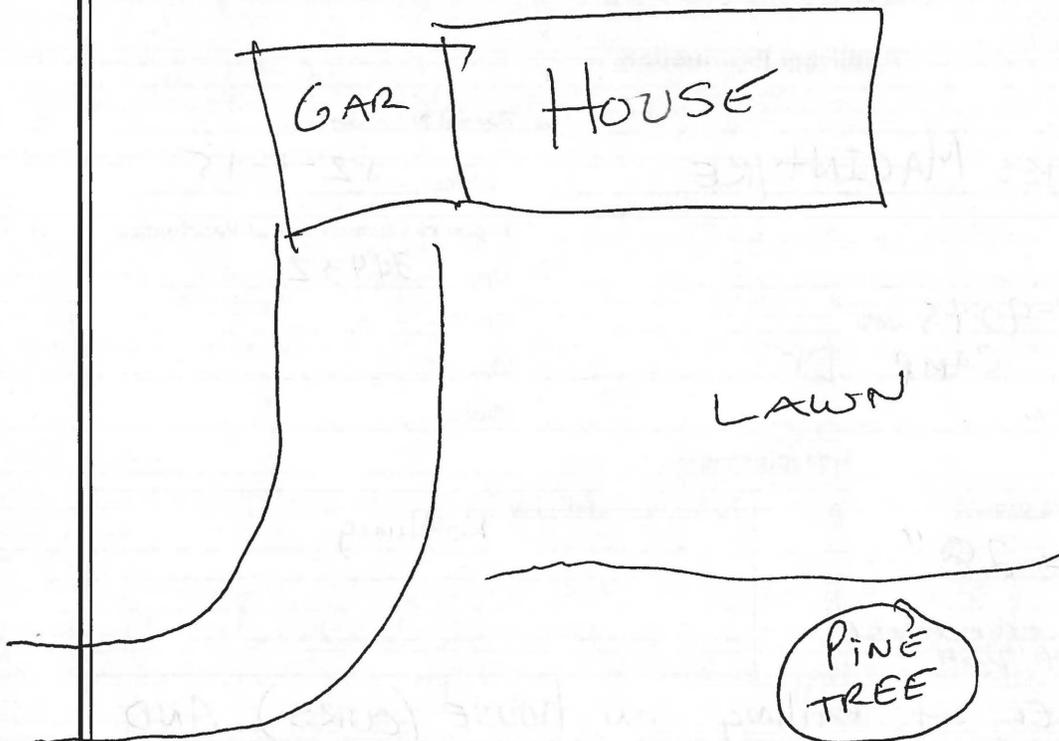
If no survey is available please use Site Plan Sketch below showing property boundaries, adjacent roads and location of house and driveway.

City Code exempts removal of dead or significantly damaged, trees removed for personal use, or trees endangering property, from a permit fee, however, a permit is still required AND an Administration Fee of \$50.00 is payable for securing ANY permit

FEE:	Permit	\$ 75.00	Waived <input type="checkbox"/> Y <input type="checkbox"/> N _____
	Administration Fee	\$ 50.00	
	TOTAL	\$125.00	

Site Plan Sketch

**Indicate North



I understand that this is an application for tree removal and that the application must be reviewed and approved prior to any removal taking place. I also understand that if I do not plant appropriate replacement trees within 60 days of removal I may be in violation of the City of Dunnellon's minimum 16 trees per acre requirement and subject to enforcement action.

NOTE: Failure to secure a permit will result in a \$25.00 per inch DBH. However the fine for unauthorized removal of a champion or heritage tree shall be \$100.00 per inch DBH, in addition to a requirement to pay the current tree permit fee. When the size of a champion or heritage tree cannot be determined, the minimum penalty shall be \$3,600.00. If proof that removed tree is replaced, credits will be granted upon receipt of proof that replacement is in excess of 16 trees per acre (per City of Dunnellon Ordinance 2007-04)

Charles Machet

Applicant's Signature

12-1-15

Date

FOR CITY USE ONLY

Approved Yes No

Date: _____

Community Development Director

Reason for denial: _____





CITY OF DUNNELLO

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

December 16, 2015

Mr. Charles MacIntyre
11809 Camp Drive
Dunnellon, FL 34432

Re: Tree Removal Permit Application PZ1516-016
11809 Camp Drive

Dear Mr. MacIntyre:

We are in receipt of your application to remove one (1) Heritage Pine tree (108" circumference, 34.4" D.B.H.) from your property. In accordance with City of Dunnellon Code Sections 74-63(d)(3) and 74-68(b) your application must be presented to the City's Tree Board for recommendation to the City Council for approval or denial.

Your application is scheduled to be heard on Tuesday, December 22, 2015 at 5:30 p.m. in the City Council Chambers at City Hall, 20750 River Drive, Dunnellon, Florida. If for any reason you are unable to attend, please contact the Community Development Department at (352) 465-8500, ext. 1011 and we will reschedule the matter to the next Tree Board meeting in January.

If you have any questions, please contact the Community Development Department at lsmith@dunnellon.org, (352) 465-8500 ext. 1011, or in writing at 20750 River Drive, Dunnellon, Florida, 34431.

Sincerely,

Lonnie Smith
Community Development Department



CITY OF DUNNELLON

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

US Mail and Emailed
12-17-2015

NOTICE OF QUASI JUDICIAL HEARING #PZ1516-012 FOR SITE PLAN REVIEW #SPL2015-03

Dear Property Owner:

The Dunnellon City Council will hold a public hearing regarding #SPL2015-03 site plan review application #PZ1516-012 by applicant, Hulbert Construction, for Angler's Resort Motel, 12189 S. Williams Street, Parcel Number 34222-000-00. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Monday, January 11, 2016, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you. Please be advised that your failure to appear at this public hearing will likely result in your application being denied.

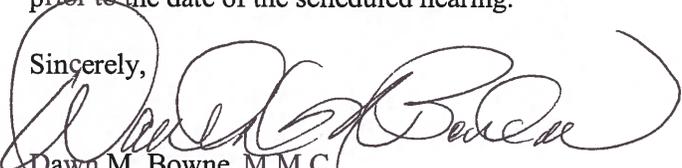
The application, filed as number PZ1516-012, by Hulbert Construction on behalf of Angler's Resort Motel, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

Pursuant to the City's Land Development Regulations, owners of property adjacent to your property have been sent notice of the public hearing on your application. Interested parties may appear at the meetings and be heard with respect to the requested site plan review. Please be advised that all oral and written communications prior to the hearing concerning the case between any member of the City Council and the applicant or the public are strongly discouraged under Florida law.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Dunnellon Land Development Regulations are available for inspection at City Hall, during normal business hours, 8:00 a.m. to 4:00 p.m. Persons with disabilities needing assistance to participate in any of these proceedings should contact Dawn Bowne, City Clerk at (352) 465-8500 at least 48 hours prior to the date of the scheduled hearing.

Sincerely,


Dawn M. Bowne, M.M.C.

City Clerk

From: [Dawn Bowne](#)
To: "[hulbert2000@gmail.com](#)"
Cc: "[Jewett5151@att.net](#)"; [Eddie Esch](#); [Lonnie Smith](#); [Teresa Malmberg](#); [Loretta Barton](#); [Lynn Wyland](#); [Mandy Roberts](#)
Subject: Property Owner Notice of Quasi Judicial Site Plan Hearing Before City Council
Date: Thursday, December 17, 2015 3:17:00 PM
Attachments: [PZ1516_012_Property_Owner_Notice_HulbertConst_Anglers_Resort_Motel_20151217.docx](#)

Attached, please find the property owner notice for your hearing scheduled for January 11, 2016.
I hope you have a very merry Christmas! ☺

Dawn M. Bowne

Dawn M. Bowne, MMC
City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500, ext. 1002
352-465-8505 fax
dbowne@dunnellon.org
www.dunnellon.org

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CITY OF DUNNELLO

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

US Mail
12-17-2015

NOTICE OF QUASI JUDICIAL HEARING #PZ1516-012 FOR SITE PLAN REVIEW #SPL2015-03

Dear Adjacent Property Owner:

The Dunnellon City Council will hold a public hearing regarding #SPL2015-03 site plan review application #PZ1516-012 by applicant, Hulbert Construction, for Angler's Resort Motel, 12189 S. Williams Street, Parcel Number 34222-000-00. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on Monday, January 11, 2016, at 5:30 p.m., or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you. You are receiving this notice because you are an adjacent property owner of the subject property. If you wish to attend the January 11th City Council hearing, you should contact the Community Development Department before that date to ensure that the hearing has not been set to a later date.

The application, filed as number PZ1516-012, by Hulbert Construction on behalf of Angler's Resort Motel, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

Interested parties may appear at the meetings and be heard with respect to the requested site plan review. Please be advised that all oral and written communications prior to the hearing concerning the case between any member of the City Council and the applicant or the public are strongly discouraged under Florida law.

A person who decides to appeal any decision made by any board, agency, or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105).

The City of Dunnellon Land Development Regulations are available for inspection at City Hall, during normal business hours, 8:00 a.m. to 4:00 p.m. Persons with disabilities needing assistance to participate in any of these proceedings should contact Dawn Bowne, City Clerk at (352) 465-8500 at least 48 hours prior to the date of the scheduled hearing.

Sincerely,


Dawn M. Bowne, M.M.C.
City Clerk



Meeting Date: Jan 11, 2016

From (Dept.): Community Development

Signature: [Signature]
Department Director

Approved for
Agenda: [Signature] R EE
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

Subject: Consideration of Site Plan SPL2015-03 Application PZ1516-016, 12189 S. Williams Street, Angler's Resort Motel

Request for Approval:

Summary Explanation and Background:
The Applicant Hulbert Construction on behalf of property owners, Robert and Dallis Jewett, seeks approval of a site plan pursuant to Land Development Regulations, Appendix "A", Zoning, Section 9.2(15) and (16) and Sections 9.3-1 for a Motel on the subject property.
The original Angler's Motel was demolished to make way for a new motel building on the same location, redesigning the interior square footage to create 12 units/beds and bringing up to current ADA standards. The Planning Commission has reviewed the plan during two meetings, 12/15 and 12/22/2015.

Fiscal Information:

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

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Planning Commission recommends Council approval w/provisions noted in motion.

Initiated by: tam / ls



CITY OF DUNNELLON

STAFF REPORT TO COUNCIL

APPLICATION INFORMATION

DATE OF HEARING: January 11, 2016

REQUEST FOR APPROVAL OF: Site Plan with conditions

PUBLIC HEARING: Quasi-Judicial

PROJECT NAME: Anglers Resort Motel

PROJECT NUMBER: SPL 2015-003

PROJECT REPRESENTATIVE(S):
Applicant: Hulbert Construction
Property Owner: Robert Jewett

PROPERTY LOCATION:
Project Address(es): 12189 S. Williams St
Dunnellon, FL 34432
Parcel ID Number(s): 34222-000-00

PARCEL SIZE: .92 Acres

EXISTING FUTURE LAND USE MAP: Commercial

PROPOSED FUTURE LANDUSE MAP: No change requested

EXISTING ZONING: B-3/ B-6

PROPOSED ZONING: No change requested

EXISTING USE: Motel

STAFF EVALUATION AND FINDINGS

1. REQUEST:

- The Applicant also seeks approval of a site plan pursuant to Land Development Regulations, Appendix “A”, Zoning, Section 9.2(15) and (16) and Sections 9.3-1 for a Motel on the subject property.

2. REVIEW REQUIREMENT:

Appendix A – Zoning, Section 9.2

15. Site development plan approval.

B. *Contents.* The site development plan required to be submitted under subsection A above and the requirements of these zoning regulations shall include the following elements, where applicable:

- (1) Statement of ownership and control of the proposed development.
- (2) Statement describing in detail the character and intended use of the development.
- (3) A dimensioned site plan based on exact survey of the property drawn to scale of sufficient size to show (a) exact location of all buildings and structures, (b) all means of ingress and egress, (c) all screens and buffers, (d) off-street parking and loading areas, (3) refuse collection areas, (f) access to utilities hook-up, and (g) natural features such as streams, lakes, or other topographic features.
- (4) Storm drainage and sanitary sewage plans.
- (5) Architectural definitions for buildings in the development; exact number of dwelling units, sizes and types, together with typical floor plans of each type.
- (6) Plans for recreation facilities, if any, including buildings for such use.
- (7) A determination of radon emissions level.
- (8) Such additional data, maps, plans or statements as may be required for the particular use or activity involved.
- (9) Such additional data as the applicant may believe is pertinent to the site development plan. Items (3), (4), and (5) above shall be prepared by a registered surveyor, engineer, or architect or practicing land planner as may be appropriate to the particular item.

16. *Duties of planning commission in site development plan approval.* Certain uses permitted in zoning districts, as shown on the schedule of district regulations, require approval by the planning commission of a site development plan prior to the issuance of building permits by the building official. In reaching decision as to whether or not the site development plan as submitted should be approved with a directive to the building official to issue building permits, the planning commission shall follow the procedure set out in subsection 14 [15] of this section and shall be guided in its decision by the following standards and shall show in its record that each was considered where applicable:

- A. Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety, traffic flow and control, provision of services and servicing for utilities, and access in case of fire or catastrophe.
- B. Manner of drainage on the property, with particular reference to the effect of provisions for drainage on adjacent properties and the consequences of such drainage on overall city capacities.
- C. Conditions on ownership, control and use generally, and conditions on ownership, control, use, and maintenance of open space or common lands to insure preservation of such lands for their intended purposes.
- D. Utilities, with reference to hook-in locations and availability and capacity for the use projects.

- E. Off-street parking and loading areas, with attention to automotive and pedestrian safety, traffic flow and control, access in case of fire and catastrophe, and screening and landscaping.
- F. Recreation and open spaces, with attention to the location, size, and development of the areas as to adequacy, effect on privacy of adjacent and nearby community-wide open spaces and recreation facilities.
- G. Density and/or purpose of the development, with attention to its relationship to adjacent and nearby properties.
- H. General site arrangement, amenities, and convenience, with particular reference to insuring that appearance and general layout of the proposed development will be compatible and harmonious with properties in the general area and will not be so at variance with other development in the area as to cause a substantial depreciation of such property values.
- I. Loss of pervious surfaces with attention to the lowering of recharge capabilities and increasing runoff.
- J. Such other standards as may be imposed by these zoning regulations for the particular use of activity involved.
- K. Consistency with neighborhood and historical character.

3. BACKGROUND:

The Motel was built in 1957 and operated as a 9 unit motel for many years. The owner wishes to replace the current motel with a structure of the same outer dimensions (footprint) as the existing. The building will be redesigned internally to allow for 12 sleeping rooms instead of the current 9. The building will also be brought up to current ADA standards.

The applicant is seeking a site plan approval to allow the construction of a Motel on the original site.

4. COMPREHENSIVE PLAN:

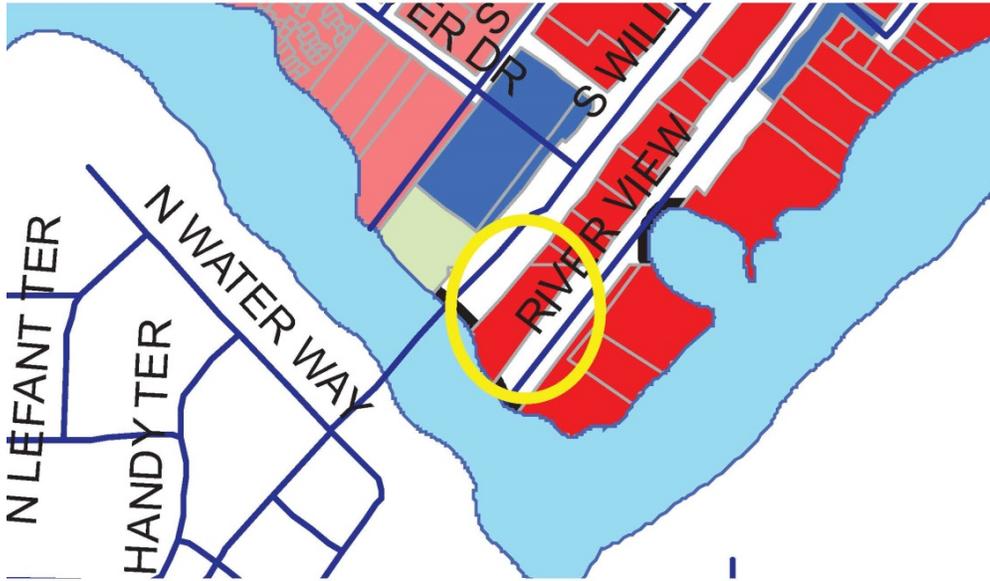
FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 1.4:

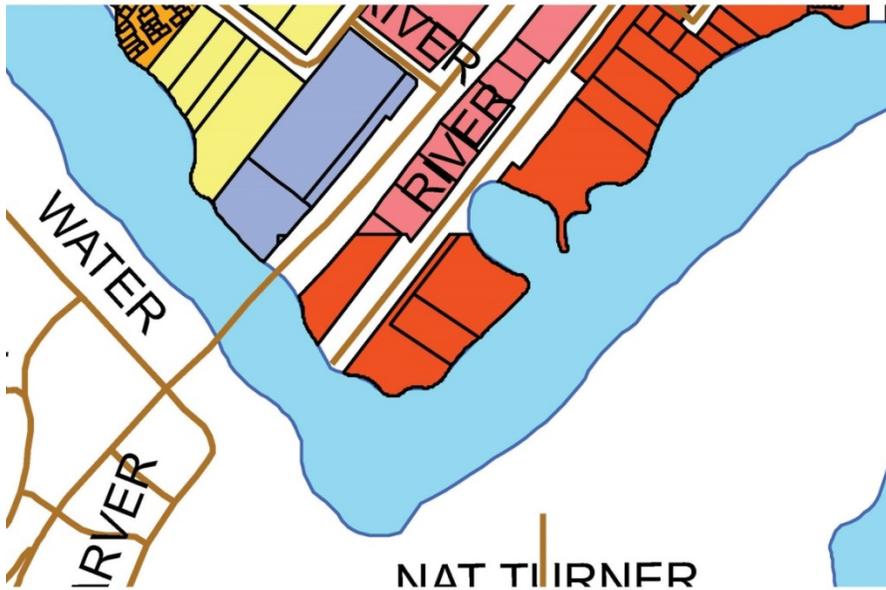
The **Commercial** land use category includes retail, entertainment, eating establishments, offices, medical facilities, personal services, trade services, wholesale and discount establishments, storage facilities, lodging establishments, recreational vehicle parks, fueling facilities, rental establishments, religious facilities, and facilities for repair and maintenance of vehicles and equipment. The maximum impervious surface is 65 percent and the maximum building height is forty (40) feet.

The subject property is located in the land use designation of Commercial. The Zoning classification is B-3 and is one of the permitted classifications in this land use category. The nature and type of building development is not considered inconsistent with the comp plan.

Future Land Use Map (below)



Zoning Map (below)



Article V Section 5.9 - Exemptions.

The requirements set out in article V for off-street parking and loading shall not be applicable as it relates to existing structures, buildings or uses fronting upon Williams Street, which extends from the bridge a [at] the Withlacoochee River to the south and northward to McKinney Avenue. Exterior or interior renovations shall be allowed under this exemption as long as it does not increase the square footage of the structure.

(Ord. No. 97-05, 6-9-1997)

6. FINDINGS OF FACT

- a. **Article V Section 5.3(6) - Amount of off-street parking.** Motels, tourists' homes, guest cabins, villas, tourist courts: One parking space for each guestroom, cabin or rental unit, plus one parking space for the owner or manager.

Response- In the proposed Motel building plan the amount of guestrooms is to increase from nine(9) currently to twelve(12) proposed. This will require the addition of three parking spaces.

- b. **Article V Section 5.9 – Exemptions.** The requirements set out in article V for off-street parking and loading shall not be applicable as it relates to existing structures, buildings or uses fronting upon Williams Street, which extends from the bridge a [at] the Withlacoochee River to the south and northward to McKinney Avenue. Exterior or interior renovations shall be allowed under this exemption as long as it does not increase the square footage of the structure.

Response- the existing parking lot structure for the proposed Motel will not be altered, repaired or reconstructed and therefore, it shall remain exempt from the increased parking requirements.

7. RECOMMENDATION:

Staff reviewed all details of the application. The Planning Commission reviewed the site plan request on 12/15/15 and 12/22/15. Staff, in conjunction with the Planning Commission, is making a recommendation to City Council for approval with conditions as per resolution #RES2015-38.

RESOLUTION #RES2015-38

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUNNELLON, FLORIDA, MAKING RECOMMENDATION TO THE CITY COUNCIL TO APPROVE A SITE PLAN WITH CONDITIONS PURSUANT TO THE CITY OF DUNNELLON LAND DEVELOPMENT REGULATIONS APPENDIX A, “ZONING,” FOR ANGLER’S RESORT MOTEL LOCATED AT 12189 SOUTH WILLIAMS STREET (U.S. HWY 41), DUNNELLON, FLORIDA, LOCATED ON THE EAST SIDE OF WILLIAMS STREET, BEING THE LAST PROPERTY BEFORE CROSSING THE WITHLACOOCHEE RIVER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning Commission held a public hearing on December 15, which hearing was continued to December 22, 2015, to consider a request by William M. Hulbert, agent for the property owner, Bob Jewett, to recommend approval of a site plan pursuant to Land Development Regulations, Appendix “A”, Zoning, Section 9.2(15)B and subsections A – K of Section 9.2(16) for property located at 12189 South Williams Street, located on the east side of Williams Street, being the last property being Parcel Number 34222-000-00.

WHEREAS, the Applicant previously sought and received a demolition permit from the City to demolish the Angler’s Resort Motel, which was built in 1957 and operated as a 9-unit motel for many years.

WHEREAS, the owner wishes to construct a new motel with the same outer dimensions and on the same footprint as the previous Motel, which has now been demolished. The owner proposes to redesign the Motel internally so that it will accommodate twelve (12) motel units and will be brought up to current ADA standards.

WHEREAS, the parking lot which accommodates the previous and proposed Motel does not have the required number of parking spaces pursuant to Section 5.3 of the Zoning Code, and the parking lot is therefore a nonconforming accessory structure as defined under Section 2.2 of the Zoning Code.

WHEREAS, Section 5.9 of the Zoning Code exempts the off-street parking requirements of Section 5.3 for existing developed properties fronting Williams Street, from the bridge at the Withlacoochee River to the south and northward to McKinney Avenue.

WHEREAS, City’s Comprehensive Plan has recently been amended and will go into effect on December 24, 2015; however, the current Comprehensive Plan shall be applied to this application, since the application was already in the process of being considered and reviewed (“in the pipeline”).

WHEREAS, Policy 4.3 of the Future Land Use Element requires that structures which are voluntarily destroyed shall be rebuilt only in full compliance with current standards and criteria.

WHEREAS, the existing parking lot for the proposed Motel will not be voluntarily demolished, repaired or reconstructed and therefore, it shall remain exempt under Section 5.9 of the Zoning Code.

WHEREAS, the Applicant has agreed to install a fire lane parallel to Williams Street on the southwest side of the lot, which will further decrease the number of parking spaces.

WHEREAS, construction of 3 additional motel units will further increase the nonconformity of the number of parking spaces.

WHEREAS, the Applicant has agreed to enter into shared parking agreements with nearby business owners who have surplus parking to accommodate the Subject Property's overflow parking needs.

WHEREAS, the Planning Commission has determined that the Applicant has met the criteria for site plan approval and that approval of the site plan for a motel will not adversely affect the public interest.

WHEREAS, the Planning Commission finds that the site plan will be in harmony with the general intent and purpose of the Land Development Regulations, and such site plan will not be injurious to the area involved or otherwise detrimental to the public welfare, so long as certain conditions as set forth below are met by the Applicant prior to or during the construction phase of the project.

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, has found that the site plan is consistent with Dunnellon's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF DUNNELLON THAT:

SECTION 1. The "Whereas" clauses above are adopted as part of this Resolution.

SECTION 2. The following conditions are recommended for approval, and such conditions should be met prior to issuance of a certificate of occupancy by the City:

1. A pad for placement of the dumpster shall be constructed, together with a retaining wall to trap runoff, for the protection of the River.
2. The owner shall construct a fire lane parallel to Williams Street on the southwest side of the Subject Property. The fire lane must be approved by the Dunnellon Fire Department.
3. Shared parking agreements for 6 additional parking spaces shall be entered into between the owner of the Subject Property and owner(s) of one or more nearby businesses. The form and content of the shared parking agreements shall be approved by the City Attorney.

SECTION 3. This recommendation of approval with conditions outlined in Section 2 above will be forwarded to the City Council for their consideration.

SECTION 4. If any portion of this Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was approved on the 22nd day of December, 2015, by the Planning Commission upon a motion by Commissioner Cowan and seconded by Commissioner Fero and upon being put to a vote, the result was as follows:

Chairwoman Brenda D'Arville
Vice-Chairwoman Lisa Sheffield
Commissioner Wilbur Vanwyck
Commissioner Paul Cowan
Commissioner Tracy Fero

√Yes No Abstain Did Not Vote
Yes No Abstain Did Not Vote
√Yes No Abstain Did Not Vote
√Yes No Abstain Did Not Vote
√Yes No Abstain Did Not Vote

Attested by:
**PLANNING COMMISSION,
CITY OF DUNNELLO**

Approved as to Form and Legality

BY: _____
Brenda D'Arville, Chairwoman
Planning Commission, City of Dunnellon

BY: _____
Virginia Cassady,
City Attorney

This _____ day of _____, 20____.

This _____ day of _____, 20____.

**Minutes Planning Commission Special Meeting
December 22, 2015, 6:00 p.m.**

The Chair called the meeting to order at 6:07 p.m. and led the Pledge of Allegiance
Roll Call

MEMBERS PRESENT: Brenda D'Arville, Tracy Fero, Wilbur Vanwyck, Paul Cowan

MEMBERS ABSENT: Lisa Sheffield, Maryann Hilton

STAFF PRESENT: Eddie Esch, Troy Slattery, Lonnie Smith, City Attorney Cassady

Proof of Publication: The agenda was posted on City's website and City Hall bulletin board on Friday, December 18, 2015.

1. Chairman's Report from City Council: Nothing to report.
2. Approval of Minutes: Meetings August 18, November 17 and December 15, 2015

The minutes of the August 18, November 17, and December 15, 2015 were approved as submitted by unanimous vote, 4-0.

3. Public Hearing

3.i. SPL2015-03 Anglers' Resort Motel Site Plan - Continued

Chairwoman D'Arville gavelled down and stated, "It is now 6:14 p.m. and I close the regular meeting and open the quasi-judicial hearing to discuss the site plan submitted for Anglers' Resort Motel."

All witnesses were sworn in for testimony in this matter by the City Attorney, Virginia Cassady. The Chair called for anyone with ex parte communication. Paul Cowan noted that he visited the site and the visit enhanced his ability to make a decision, and also asked the Chair, by email prior to December 15, if any variance and the Chair replied no. Per Virginia Cassady, these communications should be made part of the record.

REVIEW / INPUT / DISCUSSION

Lonnie Smith provided a recap of the purpose of this hearing. A site plan has been submitted to build a 12-unit motel where the original motel stood. Troy Slattery provided a review of the fire lane safety recommendations made for this project after review of the site plan.

Mr. Cowan noted that much of the items of concern have been addressed, but asks if there's any change to the property, does it have to come into compliance and do we have to issue new variances? Virginia Cassady noted that the non-conforming of the number of parking spaces has been alleviated by the exemption code. Since the hotel

will be rebuilt, does all the site have to be brought up to code? Parking is an ancillary structure. The only non-conformity was the parking which will not change. In addition, the exemption previously mention was adopted when the road was expanded, people's property was taken. Also asked is which comprehensive plan is in effect? The current comprehensive plan applies; the new one does not. Mr. Cowan noted that the measurements he requested of the parking lot were moot based on this conversation. Mr. Esch noted the concerns regarding a spillway and drainage area was exempt per SWFWMD letter included in the packet. A dumpster pad will be added, and Mr. Cowan asked that this be put in the recommendation we put forward to Council.

Mr. Cowan, in looking at the site plans, sees a discrepancy in the sizes of the building from old to new. In the porch measurements in particular. He would like to have that clarified.

Mr. Bill Hulbert noted that the original site plan showing the original motel on it, they took the property appraiser's measurements for the footprint itself. However the internal footages of design may have changed, but the actual square footage remained the same. Mr. Esch noted that the original preliminary plan exceeded the square footage by about 13% and that was rejected.

Brief discussion of SWFWMD's reasoning in not requiring changes to include drainage.

Chairwoman D'Arville reviewed the city attorney's memorandum concerning alternative parking arrangements being included in the plans and in any agreement and be in writing as a permanent record. City Attorney Cassady noted that using a residential property as parking, needs a letter from Citrus County. Makes the property commercial use and may become an issue with City County. Tracy Fero asked about where parking is taking place within the City. Bob Jewett noted that they have a plan for parking in city parking lots with use of the shuttle. For years, motel parking for boats/trailers has been using our personal property.

Mr. Esch said that the agreement should be designated in the plan. Discussion about McDonalds parking agreement being perpetual with the property as an example. Tracy Fero noted that this discussion is lengthy because of the liability to the city. Ms. Fero noted that she does not know of any insurance company that will add the City as an additional insured. City Attorney Cassady discussed various issues concerning City's liability and sovereign immunity. Does the Planning Commission want to recommend shared parking, either public or private businesses. Discussion continued concerning ideas for overflow parking arrangements, guests crossing U.S. 41. Shared parking agreements is the preferred method, rather than subjecting public parking spaces to a specific site plan/business.

Discussion of fire lane requirements, and any change for that would not affect the parking requirements either. Troy Slattery discussed past challenges when responding for an emergency. Concern for patrons exiting in an emergency. Sent a memo to note that no changes would be required. Would prefer to create the fire lane along the

retaining, causing a loss of 4 parking spaces. This would protect lives upon exiting in the event of an emergency. We cannot require this, but we do recommend it.

Tracy Fero motioned to recommend to City Council this be approved with the exceptions that a dumpster pad with retaining wall be added, as well as shared parking agreements with one or more businesses in town to accommodate six (6) parking spaces as well as adding a fire lane along U.S. 41 retaining wall. Paul Cowan seconded. The motion passed by unanimous vote, 4-0.

Paul Cowan motioned that, as the Local Planning Agency, after further discussion and examination finds the first motion requirements for approval and the site plan is consistent with the Comprehensive Plan. Tracy Fero seconded. The motion was passed by unanimous vote, 4-0.

The Commission requests that the decisions made today be forwarded to Council by resolution as required by City Code. Further requesting that the City Attorney prepare the resolution for the Chair's signature and inclusion in the Council packet.

Chairwoman D'Arville gavelled down and stated, "It is now 7:25 p.m. and I close the public hearing and open the regular meeting."

4. Items for Discussion

4.i. Future Land Use Element Documents: Members are in agreement that this item will be forwarded for review at its January meeting. Requested an update on where Ken Metcalf is on the Comprehensive Plan amendments. At this time the plan is pending city staff comments. Providing no comments by the deadline, 12/23, he will forward on to DEO. There are some formatting changes to be made such as page numbering. Lonnie Smith noted that he has reviewed the math and all of the math is okay. City Attorney reviewed the anticipated schedule leading up to final approval.

Following up on the blight conditions coming into the City on the Citrus County side, has anyone been contacted? Mr. Esch has reached out to the Public Works Director, but has not heard back. Virginia Cassady reported that Council has appointed Andrew Hand from their firm as the new City Attorney. Mrs. Cassady will second chair when Mr. Hand is not available. General discussion ensued concerning when the City Attorney is required at a Planning Commission meeting, and the City will take the lead in determining when the attorney should attend. Further discussion concerning when Commission reviews site plans, when is McDonald's going to build due to public safety/traffic concerns. Lonnie Smith reported that the building permit is good for six months from date of payment. Must have a completed inspection.

5. Adjournment – The meeting was adjourned at 7:52 p.m.

Brenda D'Arville, Chairwoman

Teresa Malmberg, Admin. Coordinator



CITY OF DUNNELLO STAFF REPORT

APPLICATION INFORMATION

To Planning Commission.

DATE OF HEARING: December 15, 2015 Continued to 12/22/2015

REQUEST FOR APPROVAL OF: Site Plan as submitted

PUBLIC HEARING: Quasi-Judicial

PROJECT NAME: Anglers Resort Motel

PROJECT NUMBER: SPL 2015-003

PROJECT REPRESENTATIVE(S):
Applicant: Hulbert Construction
Property Owner: Robert Jewett

PROPERTY LOCATION:
Project Address(es): 12189 S. Williams St
Dunnellon, FL 34432
Parcel ID Number(s): 34222-000-00

PARCEL SIZE: .92 Acres

EXISTING FUTURE LAND USE MAP: Commercial

PROPOSED FUTURE LANDUSE MAP: No change requested

EXISTING ZONING: B-3/ B-6

PROPOSED ZONING: No change requested

EXISTING USE: Motel

STAFF EVALUATION AND FINDINGS

1. REQUEST:

- The Applicant also seeks approval of a site plan pursuant to Land Development Regulations, Appendix “A”, Zoning, Section 9.2(15) and (16) and Sections 9.3-1 for a Motel on the subject property.

2. REVIEW REQUIREMENT:

Appendix A – Zoning, Section 9.2

15. Site development plan approval.

B. *Contents.* The site development plan required to be submitted under subsection A above and the requirements of these zoning regulations shall include the following elements, where applicable:

- (1) Statement of ownership and control of the proposed development.
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- (6) Plans for recreation facilities, if any, including buildings for such use.
- (7) A determination of radon emissions level.
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- F. Recreation and open spaces, with attention to the location, size, and development of the areas as to adequacy, effect on privacy of adjacent and nearby community-wide open spaces and recreation facilities.
- G. Density and/or purpose of the development, with attention to its relationship to adjacent and nearby properties.
- H. General site arrangement, amenities, and convenience, with particular reference to insuring that appearance and general layout of the proposed development will be compatible and harmonious with properties in the general area and will not be so at variance with other development in the area as to cause a substantial depreciation of such property values.
- I. Loss of pervious surfaces with attention to the lowering of recharge capabilities and increasing runoff.
- J. Such other standards as may be imposed by these zoning regulations for the particular use of activity involved.
- K. Consistency with neighborhood and historical character.

3. BACKGROUND:

The Motel was built in 1957 and operated as a 9 unit motel for many years. The owner wishes to replace the current motel with a structure of the same outer dimensions (footprint) as the existing. The building will be redesigned internally to allow for 12 sleeping rooms instead of the current 9. The building will also be brought up to current ADA standards.

The applicant is seeking a site plan approval to allow the construction of a 4,176 S.F. Motel on the site.

4. COMPREHENSIVE PLAN:

FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 1.4:

The **Commercial** land use category includes retail, entertainment, eating establishments, offices, medical facilities, personal services, trade services, wholesale and discount establishments, storage facilities, lodging establishments, recreational vehicle parks, fueling facilities, rental establishments, religious facilities, and facilities for repair and maintenance of vehicles and equipment. The maximum impervious surface is 65 percent and the maximum building height is forty (40) feet.

The subject property is located in the land use designation of Commercial. The Zoning classification is B-3 and is one of the permitted classifications in this land use category. The nature and type of building development is not considered inconsistent with the comp plan.

Article V Section 5.9 - Exemptions.

The requirements set out in article V for off-street parking and loading shall not be applicable as it relates to existing structures, buildings or uses fronting upon Williams Street, which extends from the bridge a [at] the Withlacoochee River to the south and northward to McKinney Avenue. Exterior or interior renovations shall be allowed under this exemption as long as it does not increase the square footage of the structure.

(Ord. No. 97-05, 6-9-1997)

Dunnellon Fire Rescue comments

- 1) Because of limited access off Williams St. we need a designated Fire Lane on the NW side of the parking area eliminating parking spaces 25-28
- 2) Fire Lane area shall have a width of not less than 20ft
- 3) The one directional access road shall not have a width of less than 16ft
- 4) The turn radius of the access road shall be maintained at 25ft at the inside curb and 50ft at the outside curb.
- 5) If approved access cannot be met then additional fire protection features may be required

6. STAFF RECOMMENDATION:

Staff recommends the Planning Commission recommend City Council to approve the site plan.



City of Dunnellon Planning and Zoning Application

Date: 11/17/15

Application No.: SPL2015-03

Applicant Name: HULBERT CONSTRUCTION
Address: PO Box 665
CRYSTAL RIVER, FL 34423

Phone# 352 302 2465
Fax # 352 897 5493
Email Address: HULBERT2000@
GMAIL.COM

Applicant is: Owner Agent Purchaser Lessee Other _____

Owner(s) Name: ROBERT JEWETT
Address: 12315 N. OSBORNE AVE.
DUNNELLO, FL 34434

Phone # 352 586 4657
Fax # _____
Email Address: JEWETT5151@
ATT.NET

Application Type

- | | | |
|--|--|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Rezoning | <input type="checkbox"/> Comprehensive Plan Amendment |
| <input type="checkbox"/> Lot Line Deviation | <input type="checkbox"/> Variance-Residential | <input type="checkbox"/> Administrative Appeal |
| <input checked="" type="checkbox"/> Site Plan Review | <input type="checkbox"/> Preliminary Plat Review | <input type="checkbox"/> Variance-Commercial |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Construction Plan Review |
| <input type="checkbox"/> Road/Easement Vacation | <input type="checkbox"/> Concurrence Review | <input type="checkbox"/> Planned Unit Development |
| <input type="checkbox"/> Other: _____ | | |

Reason for Request: RECONSTRUCTION OF THE ANGLERS RESORT MOTEL

Project Title (Site Plans, future/existing subdivisions only): _____

Property Address: 12189 S WILLIAMS ST Property Size (acres): .92 +/-

Parcel ID Number 34222-000-00

Existing Use of Property: MOTEL

Existing Zoning: B3 Current/Future Land Use: NO CHANGE

Current number of structures on the property: 4

Type of structure(s) on property (house, shed, etc.): RESTAURANT, RETAIL SALES, MOTEL,
SHED

Proposed Use of Property: NO CHANGE

Proposed Zoning: NO CHANGE Proposed Land Use: NO CHANGE

Please Explain Your Request for the Proposed Zoning and/or Future Land Use: N/A

What utilities currently exist on the site?

Water Sewer Well Septic None

What utilities are proposed to be used?

Water Sewer Well Septic None

Have any previous applications been filed within the last year in connection with this property?

Yes No

If yes, please describe and give Application Numbers: _____

Submittal Requirements: Check Box For Each Item You Are Attaching

All Applications MUST provide the following:

- Required advertising to placed in: Riverland News (default) Ocala Star Banner (expedited)
- Completed Planning & Zoning Application
- Copy of the Recorded Deed(s) for the property
- Copy of Property Record Card(s) (Available online at <http://www.pa.marion.fl.us>)
- Owner's / Agent's Affidavit (Last page of this Application)

All Applications MUST provide the following upon request by the City:

- Lot Plan
- Survey of the Property
- Diagram

Specific Attachments:

- Annexation: Complete Electronic Legal Description in MS Word Format
Annexation Letter (sample attached)
- Large Scale Comprehensive Plan Amendment (LSCPA): Complete Electronic Legal Description in MS
Word Format
- Variance: Survey of property detailing variance request
- Special Exception: Survey of property detailing special exception request
- Site Plan Approval: 7 copies of site plan and 1 electronic copy
- Preliminary Plat Application: 7 copies of site plan and 1 electronic copy
- Construction Plan Approval: 3 copies of site plan and 1 electronic copy
- Final Plat Application: 7 copies of site plan and 1 electronic copy
- Road / Lot / Parcel / Plat / Easement Vacation: Survey detailing request
- Planned Unit Development (PUD) Zoning: 7 copies of site plan and 1 electronic copy
- Other: _____

**ONLY CONCURRENT ANNEXATION, REZONING, AND COMPREHENSIVE PLAN
AMENDMENTS ARE ALLOWED ON A SINGLE APPLICATION**

ADDITIONAL INFORMATION: PLEASE READ

The applicant is requested to be present during the public hearing before the Planning Commission and City Council. Although a city employee may be present, they are there to give advice and answer questions only. If for any reason you cannot attend the scheduled meeting, please contact the Community Development Department at (352) 465-8500. Your application may be tabled until a new public hearing can be scheduled and advertised.

Property Owner & Agent Affidavit

Date: _____

Before me, the undersigned authority personally appeared, BOB JEWETT (property owner's name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires to:
SUBMIT SITE PLAN FOR REVIEW (ANGEL'S RESORT MOTEL)
3. That said authority (property owner) has appointed BILL HUBERT (agent's name) to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Dunnellon, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Dunnellon, Florida, and are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of the application.
4. That the fees are NON-REFUNDABLE unless the Application is withdrawn in writing within five (5) business days of submittal (not including observed holidays), unless otherwise approved by the City Manager or a majority vote by the City Council.

[Signature]
Property Owner's Signature

[Signature]
Agent's Signature

STATE OF FLORIDA
COUNTY OF MARION
Subscribed and sworn to (or affirmed) before

STATE OF FLORIDA
COUNTY OF MARION
Subscribed and sworn to (or affirmed) before

Me on 11-17-15 (date) by

me on 11-18-15 (date) by

Robert Jewett (name)
Of affiant, deponent, or other signer. He/she is personally known to me or has presented

William M. Hulbert (name)
of affiant, deponent, or other signer. He/she is personally known to me or has presented

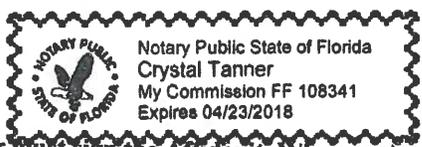
[Signature]
as identification.

DL# H416-933-68-264-0
as identification.

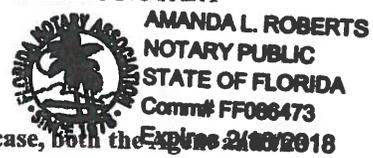
[Signature]
PUBLIC NOTARY

[Signature]
PUBLIC NOTARY

SEAL:



SEAL:



Note: The Property Owner must sign the Affidavit. When an Agent is representing the case, both the Property Owner must sign the Affidavit.

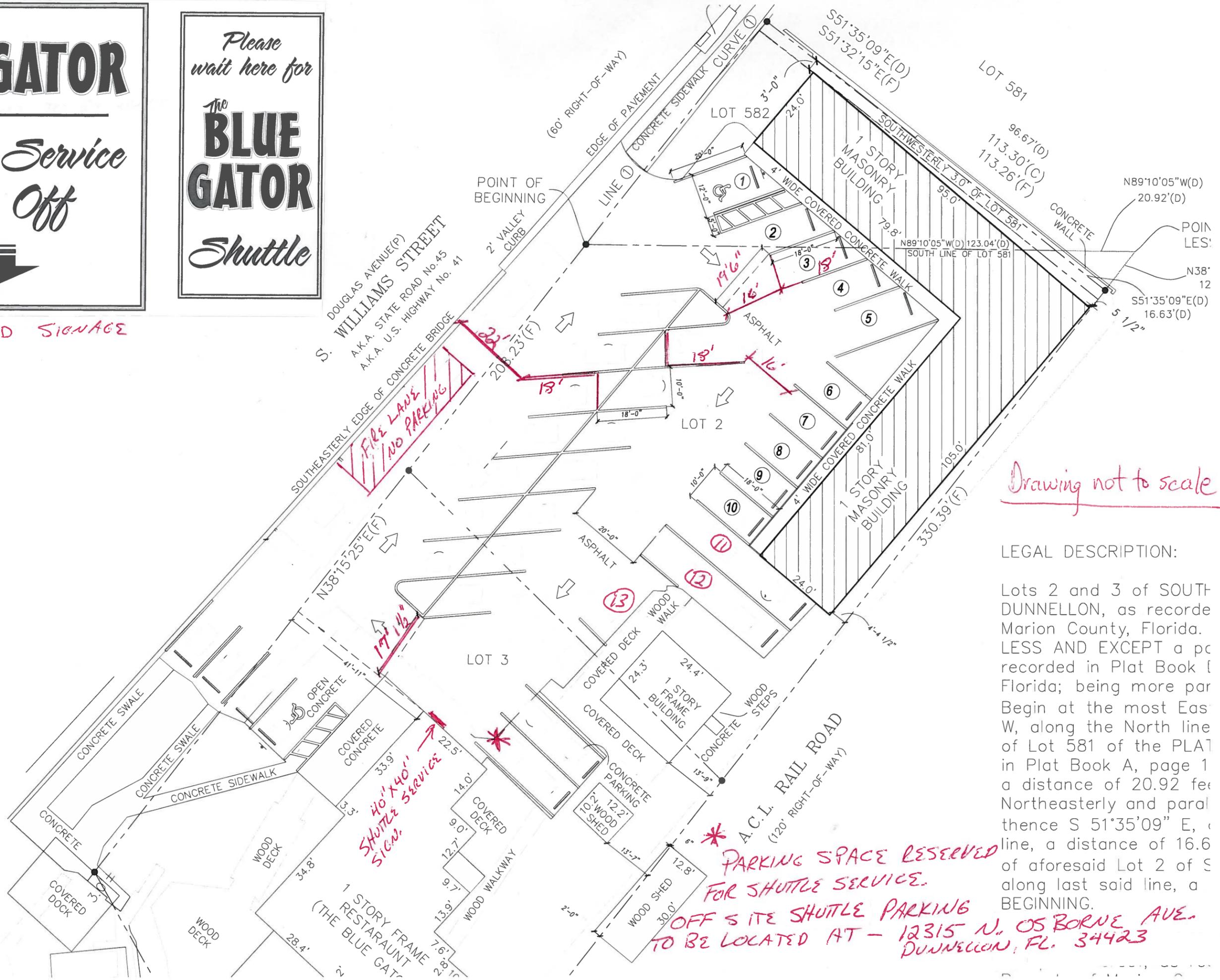
The BLUE GATOR

Shuttle Service
Drop Off



Please wait here for
The BLUE GATOR
Shuttle

PROPOSED SIGNAGE

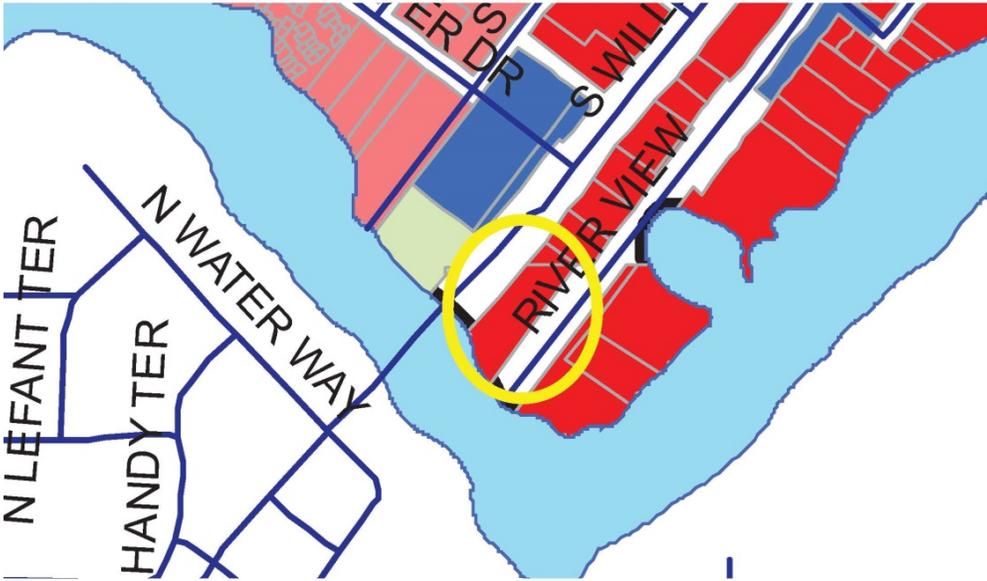


Drawing not to scale

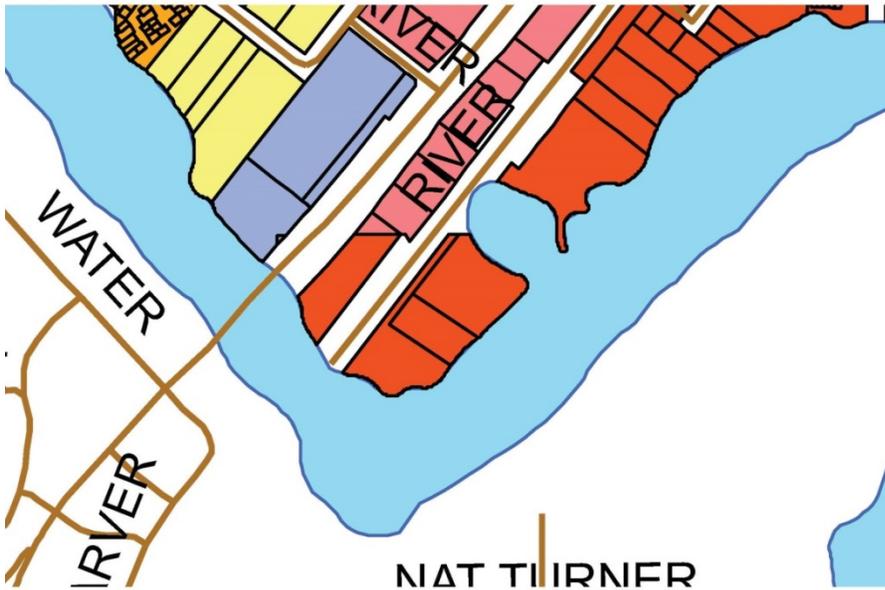
LEGAL DESCRIPTION:
Lots 2 and 3 of SOUTH DUNNELLON, as recorded Marion County, Florida. LESS AND EXCEPT a parcel recorded in Plat Book [Florida; being more part Begin at the most East W, along the North line of Lot 581 of the PLAT in Plat Book A, page 1 a distance of 20.92 feet Northeasterly and parallel thence S 51°35'09" E, a line, a distance of 16.6 of aforesaid Lot 2 of S along last said line, a BEGINNING.

OFF SITE SHUTTLE PARKING TO BE LOCATED AT - 12315 N. OSBORNE AVE. DUNNELLON, FL. 34423

Future Land Use Map (below)



Zoning Map (below)



The
BLUE GATOR

Shuttle Service

Drop Off



*Please
wait here for*

The
**BLUE
GATOR**

Shuttle

.....

DUNNELLON FIRE RESCUE DEPT

December 15, 2015

To: Building Department

From: Interim Chief

Troy Slattery

Ref: Angler's Resort Site Plan

Comments on plans

1. Because of limited access off Williams St we need a designated Fire Lane on site. Recommended location, along the NW side of parking area, eliminating parking stalls 25-28.
2. Fire lane area shall have an unobstructed width of not less than 20 feet.
3. The access road (Drive) as one directional shall have a minimum unobstructed width of not less then 16 feet.
4. The turn radius in the access road shall be maintained at 25ft at the inside curb and 50ft at the outside curb.
5. If approved access cannot be met than additional fire protection features may be required.
6. The comments provided do not include Building construction requirements.
7. No other comments at this time.

Troy Slattery

Chief Dunnellon Fire Department

To Save Life and Property

Teresa Malmberg

From: Lonnie Smith
Sent: Friday, December 18, 2015 4:47 PM
To: Virginia Cassady; Teresa Malmberg; Eddie Esch
Subject: Fwd: Fire lane req't

As mentioned by Troy Slattery, the parking lot will not need to be altered in any way. We need to take into account this new information.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Troy Slattery <TSlattery@dunnellon.org>
Date: 12/18/2015 4:41 PM (GMT-05:00)
To: Lonnie Smith <lsmith@dunnellon.org>
Subject: RE: Fire lane req't

Lonnie,

After further review of NFPA, I have not found anything that requires the preexisting/unmodified parking lot to be updated. Please inform the business that the travail lane must remain free of obstructions including but not limited to unattended vehicles or vehicle staging.

Respectfully,

T.D. Slattery

Interim Chief

Dunnellon Fire Rescue

Cell # 352-445-1150

Office # 352-465-8595

Please note: Florida has a very broad public records law. Written communications to and from City officials regarding City business is public record and open to inspection including names, addresses, and e-mail addresses. Therefore, your e-mail communications maybe subject to public disclosure.

From: Lonnie Smith
Sent: Thursday, December 17, 2015 11:53 AM
To: Troy Slattery
Cc: Teresa Malmberg; Eddie Esch
Subject: Fire lane req't

Troy,

My question is:

Does the construction of the new motel at Blue Gator require that a Fire lane be added to the parking area currently defined? Does it require any modifications to the parking lot by code?

Any assistance you can provide will be extremely helpful.

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.

MEMORANDUM

TO: Planning Commission

FROM: Virginia Cassady, City Attorney

RE: (1) Whether the current comprehensive plan or the comprehensive plan recently amended should be applied to the Anglers' Resort Motel site plan; and (2) whether the owner must bring the parking lot into conformity with the Code.

DATE: December 22, 2015

Based on your email dated December 15, 2015, I understand that the Planning Commission wants to know whether the entire site of the Anglers' Resort Motel has to come into conformance since the motel had been voluntarily demolished. In our phone discussions the next day, you said the parking lot was nonconforming because it did not have enough spaces under the Code to accommodate the number of units (9) and that the site plan under consideration proposed to increase the number of units to 12, although the square footage of the new motel would be the same as the old motel and would be reconstructed on the same footprint.

You also are unsure whether the comprehensive plan currently in effect should be applied to the site, or whether the proposed comprehensive plan should be applied.

Which comprehensive plan should be applied: the current one or the proposed one? The current comprehensive plan, not the new one, should be applied to this application, even if the new comprehensive plan goes into effect prior to the final public hearing before Council. Since the current application was already in the process of being considered ("in the pipeline"), the applicant is deemed to have a legal expectation that application of the City's laws will be consistent throughout the process.

How does the current comprehensive plan address this application regarding the nonconforming parking lot? Policy 4.3 of the Future Land Use Element is relevant to this application:

Policy 4.3: Structures that are involuntarily destroyed to an extent that is fifty (50) percent or more of the floor area, or **structures that are voluntarily destroyed shall be rebuilt only in full compliance with current standards and criteria.**

Parking lots are considered "structures" under the definition of the City's land development regulations:

Structure. Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

Most codes consider parking lots accessory structures when there is, or will be, a principal structure on the site, as here.

Since the parking lot will not be voluntarily destroyed, under Policy 4.3, there is no requirement that it be rebuilt in compliance with the City's Code to accommodate additional parking.

Also relevant to this site plan is Section 5.9 of the Code:

Section 5.9. - Exemptions. The requirements set out in article V for off-street parking and loading shall not be applicable as it relates to existing structures, buildings or uses fronting upon Williams Street, which extends from the bridge a [at] the Withlacoochee River to the south and northward to McKinney Avenue. Exterior or interior renovations shall be allowed under this exemption as long as it does not increase the square footage of the structure. (adopted in 1997)

Section 5.9 was adopted in 1997 before the City adopted the nonconforming provisions in the comprehensive plan in 2008. To be consistent with the comprehensive plan, the exemption above cannot be interpreted to exempt parking lots which are voluntarily destroyed since such an interpretation would be inconsistent with the comprehensive plan FLUE Policy 4.3. However, since the parking lot is not going to be destroyed, the exemption can be applied to the parking lot.

CONCLUSION: Under Section 5.9, the parking lot is exempt and can retain its nonconforming status so long as it is not voluntarily destroyed. However, since the new motel will be deficient in parking the Planning Commission can recommend that the owner satisfy its parking requirements through parking agreements with owners of other parking lots. Such agreements, however, would need to be binding on current and future owners of both properties and therefore be required to file the agreement in public records.

CITY OF DUNNELLON
2015-2016 YEAR TO DATE SUMMARY
as of December 31, 2015 - 25% Collected/Used

GENERAL FUND				
		FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT COLLECTED
1	REVENUES			
2	Taxes	1,645,018	268,346	16.3%
3	Licenses & Permits	95,960	59,882	62.4%
4	Intergovernmental	255	73	28.5%
5	Federal Grants	-	-	0.0%
6	State Shared	208,232	41,993	20.2%
7	Charges For Services	1,610	1,859	115.5%
8	Public Safety	3,500	1,020	29.1%
9	Sanitation	169,198	44,411	26.2%
10	Transportation	26,837	-	0.0%
11	Culture/Recreation	710	103	14.5%
12	Fines & Forfeitures	39,868	1,190	3.0%
13	Miscellaneous	34,518	10,003	29.0%
14	Contribution From Water and Sewer	143,728	35,932	25.0%
15	Transfers From Reserves	146,825	-	0.0%
16				
17	Total GF Revenues	2,516,259	464,812	18.5%
		FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT USED
18	EXPENDITURES			
19	City Council	206,329	48,179	23.4%
20	Executive	112,729	23,600	20.9%
21	City Clerk	259,320	56,396	21.7%
22	Legal Counsel	49,000	15,428	31.5%
23	Comprehensive Planning & Development	43,717	9,008	20.6%
24	Information Technology	25,005	5,277	21.1%
25	Finance	155,956	33,276	21.3%
26	Buildings Repair/Maintenance	48,818	9,618	19.7%
27	Garage	40,638	10,517	25.9%
28	Police	511,680	101,492	19.8%
29	Fire/Rescue	311,835	90,458	29.0%
30	Animal Control	14,785	2,889	19.5%
31	Building Inspector	96,813	18,021	18.6%
32	Cemetery	19,308	4,941	25.6%
33	Sanitation	150,893	26,313	17.4%
34	Roads and Streets	353,186	52,331	14.8%
35	Parks and Recreation	63,043	15,304	24.3%
36	Police Trust Expense	-	75	
37	Transfer to Reserves	53,204	-	0.0%
38				
39	Total GF Expenditures	2,516,259	523,123	20.8%

CITY OF DUNNELLON
2015-2016 YEAR TO DATE SUMMARY
as of December 31, 2015 - 25% Collected/Used

TAX INCREMENT FINANCING DISTRICT (CRA)

	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT COLLECTED
40	REVENUES		
41	156,607	151,251	96.6%
42	185	60	32.2%
43			
44	<u>156,792</u>	<u>151,311</u>	96.5%

	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT USED
45	EXPENDITURES		
46	20,619	4,490	21.8%
47	21,016	2,554	12.2%
48	-	-	0.0%
49	115,157	-	0.0%
50			
51	<u>156,792</u>	<u>7,044</u>	4.5%

CITY OF DUNNELLON
2015-2016 YEAR TO DATE SUMMARY
as of December 31, 2015 - 25% Collected/Used

WATER FUND

	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT COLLECTED
52 REVENUES			
53 Federal Grants	613,000	42,823	7.0%
54 Charges For Services	1,213,836	329,792	27.2%
55 Miscellaneous	1,784	429	24.0%
56 Transfers From Reserves	178,690	-	0.0%
57			
58 Total Water Revenues	<u>2,007,310</u>	<u>373,044</u>	18.6%

	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT USED
59 EXPENDITURES			
60 Personnel	264,595	61,624	23.3%
61 Operations	476,657	108,763	22.8%
62 Capital	608,000	67,997	11.2%
63 Debt Service	485,880	352,374	72.5%
64 Contribution to General Fund	71,106	17,776	25.0%
65 Transfer to Reserves	101,072	-	0.0%
66			
67 Total Water Expenditures	<u>2,007,310</u>	<u>608,534</u>	30.3%

SEWER FUND

	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT COLLECTED
68 REVENUES			
69 Federal Grants	37,000	-	0.0%
70 State Grants	-	-	0.0%
71 Charges For Services	1,470,292	391,444	26.6%
72 Miscellaneous	1,684	269	16.0%
73 Transfers from Reserves	133,985	-	0.0%
74			
75 Total Sewer Revenues	<u>1,642,961</u>	<u>391,713</u>	23.8%

	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	PERCENT USED
76 EXPENDITURES			
77 Personnel	326,553	75,676	23.2%
78 Operations	562,391	77,441	13.8%
79 Capital	109,000	-	0.0%
80 Debt Service	556,757	377,998	67.9%
81 Contribution to General Fund	72,622	18,155	25.0%
82 Transfer to Reserves	15,638	-	0.0%
83			
84 Total Sewer Expenditures	<u>1,642,961</u>	<u>549,270</u>	33.4%

CASH/EQUITY BALANCES

		BEGINNING BALANCE			NET CHANGE FROM	NET CHANGE FROM
		10/1/2015	11/30/2015	12/31/2015	PRIOR PERIOD	START OF YEAR
GF EQUITIES						
02000-15135	GAS TAX EQUITY ACCT-5TH CENT	888,647.81	898,423.54	908,295.19	9,871.65	19,647.38
02000-15138	TREE FUND EQUITY	372.62	372.62	372.62	0.00	0.00
02000-15160	GAS TAX EQUITY ACCT-6TH CENT	659,070.02	645,477.15	643,530.01	(1,947.14)	(15,540.01)
02000-15162	CEMETERY EQUITY ACCT	47,930.12	47,930.12	47,930.12	0.00	0.00
02000-15171	PD TRUST EQUITY	10,127.12	11,814.08	11,846.09	32.01	1,718.97
02000-15171-FCSSP	PD TRUST EQUITY	1,988.36	1,988.36	1,988.36	0.00	0.00
02000-15172	PD FORFEITURE EQUITY	28,616.67	28,621.45	28,623.88	2.43	7.21
02000-15173	GF UNRESTRICTED	339,033.83	299,334.19	313,699.21	14,365.02	(25,334.62)
02000-15177	POLICE AUTOMATION EQU.	17,850.38	17,850.38	17,850.38	0.00	0.00
02000-15178	PUBLIC SAFETY BLDG FUND	156,747.96	156,747.96	156,747.96	0.00	0.00
02000-15185	DESIGNATED CAP REP EQY	0.00	0.00	0.00	0.00	0.00
02000-15186	GAS TAX CAP REPLACE EQY	69,355.54	69,355.54	69,355.54	0.00	0.00
02000-15187	POLICE EDUCATION EQUITY	4,680.82	4,680.82	4,680.82	0.00	0.00
02000-15188	INFRASTRUCTURE EQUITY (Capital Items Only)(one percent gas surtax)	56,246.88	56,246.88	56,246.88	0.00	0.00
02000-15191	EMERGENCY RESERVE EQUITY	11,211.19	11,631.76	11,849.53	217.77	638.34
02000-15199	GF DEBT SVC RESERVE (FUND 140)	0.00	29,166.66	0.00	(29,166.66)	0.00
MULTIPLE	VENDOR/PAYROLL	83,523.97	53,136.36	52,520.60	(615.76)	(31,003.37)
GF EQUITIES		2,375,403.29	2,332,777.87	2,325,537.19	(7,240.68)	(49,866.10)

CASH/EQUITY BALANCES

		BEGINNING BALANCE			NET CHANGE FROM PRIOR PERIOD	NET CHANGE FROM START OF YEAR
		10/1/2015	11/30/2015	12/31/2015		
WATER EQUITY						
02000-15148	REGIONS BOND PROCEEDS-2013	1,067,276.50	887,997.60	930,821.00	42,823.40	(136,455.50)
02000-15163	WATER - UTIL DEP	116,583.92	119,623.92	123,363.92	3,740.00	6,780.00
02000-15164	CAP IMPROVE/CONNECT FEES	3,792.25	3,792.25	3,792.25	0.00	0.00
02000-15168	UNRESTRICTED	189,674.82	184,153.93	123,688.69	(60,465.24)	(65,986.13)
02000-15180	RESERVE EQUIP REPL	0.00	0.00	0.00	0.00	0.00
02000-15192	EMERGENCY RESERVE EQUITY	3,622.34	3,922.14	4,051.02	128.88	428.68
02000-15195	REGIONS DEBT SVC RESERVE-WEF	187,202.09	55,889.78	75,039.89	19,150.11	(112,162.20)
02000-15196	BB&T DEBT SVC RESERV-WEF	174,836.48	213,847.20	217,216.72	3,369.52	42,380.24
WATER EQUITY		1,742,988.40	1,469,226.82	1,477,973.49	8,746.67	(265,014.91)
SEWER EQUITY						
02000-15149	REGIONS BOND PROCEEDS-2013	582,586.02	524,962.41	524,962.41	0.00	(57,623.61)
02000-15167	CAP IMPROVE/CONNECT FEES/SRF	42,628.36	42,628.36	42,628.36	0.00	0.00
02000-15169	UNRESTRICTED	140,674.05	201,466.26	220,463.35	18,997.09	79,789.30
02000-15181	RESERVE EQUIP REPL	0.00	0.00	0.00	0.00	0.00
02000-15189	SRF LOAN RESERVE	33,893.18	33,893.18	33,893.18	0.00	0.00
02000-15190	REGIONS DEBT SVC RESERVE-SEF	278,892.93	96,315.46	124,866.40	28,550.94	(154,026.53)
02000-15193	EMERGENCY RESERVE EQUITY	2,301.93	2,478.01	2,571.34	93.33	269.41
02000-15197	BB&T DEBT SVC RESERV-SEF	137,371.52	152,697.16	155,344.64	2,647.48	17,973.12
SEWER EQUITY		1,218,347.99	1,054,440.84	1,104,729.68	50,288.84	(113,618.31)

CASH/EQUITY BALANCES

		BEGINNING BALANCE 10/1/2015	11/30/2015	12/31/2015	NET CHANGE FROM PRIOR PERIOD	NET CHANGE FROM START OF YEAR
TIFD BANK ACCOUNTS						
02000-10101	TIFD OPERATING ACCOUNT	205,201.33	199,131.83	348,750.40	149,618.57	143,549.07
TIFD EQUITY						
02000-15179	HISTORIC BLDG REDEVELOPMENT	9,000.00	9,000.00	10,000.00	1,000.00	1,000.00
02000-15183	TIFD EQUITY	195,709.60	241,349.12	338,750.40	97,401.28	143,040.80
TIFD EQUITY		204,709.60	250,349.12	348,750.40	98,401.28	144,040.80

**AGREEMENT FOR TEMPORARY ASSUMPTION OF LAW ENFORCEMENT
OVERSIGHT AND ASSIGNMENT OF LAW ENFORCEMENT EXECUTIVE**

THIS AGREEMENT is made by and between CHRIS BLAIR, as Sheriff of Marion County, a County Constitutional Officer of the State of Florida (hereinafter referred to as "Sheriff"), and the CITY OF DUNNELLON, a municipality of the State of Florida ("City") located within Marion County.

WHEREAS, the City of Dunnellon is in need of a highly qualified, law enforcement certified individual to assume the responsibilities of the position of the Chief of Police on an interim basis, and wishes the Sheriff to temporarily assume oversight of the City's law enforcement services; and

WHEREAS, the Sheriff is willing to assign one such individual to the City and to oversee the City's law enforcement services; and

WHEREAS, the City and the Sheriff are authorized by s. 163.01(14), the City and the Sheriff are authorized by s. 163.01(14), Florida Statutes, to enter into agreements for the performance of service functions of public agencies;

NOW THEREFORE, in consideration of the keeping the peace for the residents of Dunnellon, the citizens of Marion County, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES:

1. The Sheriff will continue the assignment of Lieutenant Todd Spicher (Spicher) to the City; the City agrees to accept Lt. Spicher and to designate him as Interim Chief of Police.

City of Dunnellon
DEC 11 2015
RECEIVED

lw
 Provided to
 Dawn Bowne
 this date by
 Councilman Dellore

2. Spicher will continue to report to the Sheriff and/or his designee for day to day patrol and/or criminal investigative or operational issues, and will be accountable to any City personnel or officials.

3. Spicher will continue to wear his Sheriff's Office issued uniform and drive his Sheriff's Office issued patrol vehicle and will continue to adhere to the Sheriff's Office policy and procedures.

4. Should Spicher find it necessary to discipline officers assigned to his command by the City, discipline shall be solely for conduct which violates City policies and procedures.

5. Upon this Agreement becoming effective, the City will permit the Sheriff to change the lock(s) on the building facility being utilized by the City as the police office headquarters, and the key shall be maintained by Spicher.

6. The City agrees that any currently suspended officers, or officers who may be suspended after the time of this Agreement becomes effective, will be denied access to the Dunnellon and/or Marion County Sheriff's Office Evidence Room(s).

II. TERM AND TERMINATION

This Agreement shall become effective as of the time and date of the last signature, and will terminate ninety (90) days later (excluding the date of signature), unless terminated earlier by either party. Termination may be by mutual agreement, or by one party if the other party is in default of any provision of this Agreement.

III. INSURANCE AND HOLD HARMLESS AGREEMENT

1. The Sheriff will maintain sufficiency professional and workers' compensation insurance. The parties agree that should Spicher become injured at any

time while performing duties as Interim Chief of Police, he will be covered by the Sheriff's worker's compensation carrier.

2. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the Sheriff agrees to hold harmless the City from any and all manner of action and actions, cause and causes of action, lawsuit, trespasses, damages, judgments, executions, claims, liabilities, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of Spicher while in performance of this Agreement, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees both trial and appellate or other costs incurred by the Sheriff, subject to applicable law including Section 768.28, Florida Statutes, and the Sheriff shall immediately indemnify the City for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, both trial and appellate, or liabilities of any kind deriving from the actions and/or conduct of the Sheriff and/or his employees which the City might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employee or appointee of the Sheriff while in the performance of this Agreement.

3. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the City agrees to hold harmless the Sheriff, individually and in his official capacity, Todd Spicher, individually and in his official capacity, and the Marion County Sheriff's Office, from any and all claims, cause and causes of action, lawsuit, trespasses, damages, judgments, executions, claims, liabilities, and demands of any kind whatsoever, in law or in equity, or liabilities of any

kind deriving from the proper enforcement of City administrative and management decisions made by Spicher as Interim Chief of Police, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees or other costs incurred by the Sheriff, subject to applicable law including section 768.28, Florida Statutes.

4. The Sheriff does not hold harmless or indemnify the City from liability, suits, causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the City, its employees, agents, servants, visitors, and/or any other third parties.

5. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the City agrees to hold harmless the Sheriff, individually and in his official capacity, Todd Spicher, individually and in his official capacity, and the Marion County Sheriff's Office, from any and all claims, cause and causes of action, lawsuit, trespasses, damages, judgments, executions, claims, liabilities, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the City while in the performance of this Agreement, and the City shall indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, both trial and appellate, which the Sheriff might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the City, whether occurring prior to the date of this Agreement or during the term of this Agreement.

6. The City does not hold harmless or indemnify the Sheriff from liabilities, suits, cause or causes of action, trespasses, damages, judgments, executions, claims, including reasonable attorney's fees both trial and appellate, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Sheriff, and/or his employees, agents, servants, visitors, and/or any other third parties.

IV. CONSIDERATION

The City shall reimburse the Sheriff \$1,217.91 for each bi-weekly (two seven-day periods) that Spicher serves as Interim Chief of Police, which shall be paid no later than three (3) days following receipt by the City of an invoice or time sheet which shall be submitted by the Sheriff to the City for each such pay period. For periods when Spicher serves only a partial week, or bi-week, payment shall be pro-rated. Failure on the part of the City to make timely payment will be cause for immediate termination of this Agreement by the Sheriff.

V. NOTICE

Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and may be sent by e-mail or by personal delivery with a signed proof of delivery. For purposes of notice, Sheriff's and City representatives are:

Sheriff: Sheriff Chris Blair
Marion County Sheriff's Office
P.O. Box 1987
Ocala, FL 34478
cblair@marionso.com

Copy to: Gregg Jerald, Esquire
Bureau Chief/General Counsel
P.O. Box 1987
Ocala, FL 34478
gjerald@marionso.com

City: Eddie Esch
Dunnellon City Manager

Copy to: Nathan Whitt
Dunnellon Mayor

20750 River Drive
Dunnellon, FL 34431
eesch@dunnellon.org

20750 River Drive
Dunnellon, FL 34431
nwhitt@dunnellon.org

VI. CONSTRUCTION

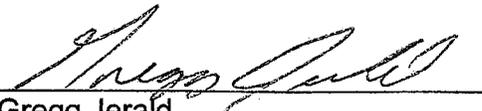
This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes set forth therein on the date and time set out below:

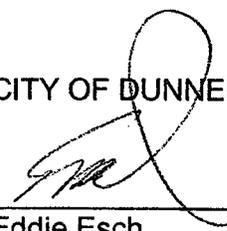
MARION COUNTY SHERIFF


Chris Blair Date
Sheriff

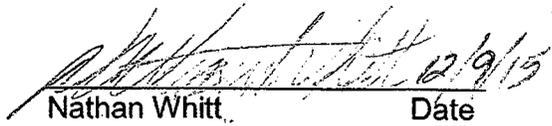
Approved as to Form and Legality:


Gregg Jerald
Bureau Chief and General Counsel

CITY OF DUNNELLON


Eddie Esch Date
City Manager

APPROVAL:


Nathan Whitt Date
Mayor

From: Eddie Esch
Sent: Friday, December 11, 2015 4:28 PM
To: Lynn Wyland
Subject: FW: Agreement for Temporary Assumption of Law Enforcement Oversight/Assignment of Law Enforcement Executive

For files.

Eddie R. Esch, Sr.

City of Dunnellon

City Manager

Ph. (352)465-8590

Fx. (352)465-8598

eesch@dunnellon.org

www.dunnellon.org

From: Sowder, Marguerite [<mailto:msowder@marionso.com>]
Sent: Thursday, December 10, 2015 5:01 PM
To: Eddie Esch; Nathan Whitt
Cc: Jerald, Gregg; LaTorre, Fred; Pistarelli, Dave; Spicher, Todd
Subject: FW: Agreement for Temporary Assumption of Law Enforcement Oversight/Assignment of Law Enforcement Executive

Mr. Esch and Mr. Whitt: Attached is a completed and signed copy of the agreement between Sheriff Blair and the City of Dunnellon re: Temporary Assumption of Law Enforcement Oversight and Assignment of Law Enforcement Executive.

If you should need anything further, please let us know.

Thanks,

Marguerite Sowder

Legal Executive Assistant

Marion County Sheriff's Office

PO Box 1987, Ocala, Florida 34478

Phone: 352-369-6758

Fax: 352-620-7209

msowder@marionso.com

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **CONFIDENTIALITY NOTICE:** This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error please contact the sender (by phone or reply electronic mail).

RESOLUTION #RES2016-01

A RESOLUTION BY THE DUNNELLON CITY COUNCIL, DUNNELLON, FLORIDA, SUPPORTING THE RAINBOW RIVER SWIM PLAN PRESENTED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

WHEREAS, the Rainbow River in southwestern Marion County is a first-magnitude spring system with clear waters and an abundance of fish and wildlife; and

WHEREAS, the river contains numerous spring vents and represents the fourth largest spring system in Florida; and

WHEREAS, because of its natural beauty and aesthetics, the Rainbow River was designated an Aquatic Preserve in 1986 and an Outstanding Florida Waterway in 1987; and

WHEREAS, recognizing the need to place additional emphasis on restoration, protection, and management of the surface water resources of the State, the Florida Legislature, through the Surface Water Improvement and Management (SWIM) Act of 1987, directed the State's water management districts to "design and implement plans and programs for the improvement and management of surface water"; and

WHEREAS, this plan is considered an update of the 2004 Rainbow River SWIM plan; and

WHEREAS, Marion County participated within the framework of the Springs Coast Steering Committee (SCSC) Springs Coast Management Committee (SCMC) and Technical Working Group (TWG); and

WHEREAS, we recognize that one entity alone cannot do it all, the most important element of this plan is the consensus and partnerships that came together to ensure that this plan takes a much broader approach by identifying management actions and projects from a wide variety of stakeholders; and

WHEREAS, this plan is a living document with adaptive management at its core and as such, this plan will be revised periodically to assess overall progress in meeting the quantifiable objectives; and

WHEREAS, the primary goal of this SWIM plan is to identify and implement management actions and projects that will address the major issues the system faces and that will restore, maintain, and preserve the ecological balance of the Rainbow River.

NOW, THEREFORE, BE IT RESOLVED by the Dunnellon City Council, Dunnellon, Florida that;

Section 1. The Dunnellon City Council hereby supports the **RAINBOW RIVER SWIM PLAN**, a stakeholder developed, comprehensive plan for the restoration, protection, and management of the ecological balance of the Rainbow River.

Section 2. The Dunnellon City Council commends the diverse teams of the Springs Coast Steering Committee, Springs Coast Management Committee, and the Technical Working Group for development of the **RAINBOW RIVER SWIM PLAN** and their commitment to the preservation of this natural treasure.

Duly Resolved the 11th day of January, 2016.

ATTEST:

CITY OF DUNNELLON, FLORIDA

DAWN M. BOWNE, M.M.C.
CITY CLERK

NATHAN WHITT, MAYOR

Approved as to form and legality:

Andrew Hand, City Attorney