Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
April 11, 2016
Following the 5:00 p.m. CRA Board Meeting

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

Call to Order

Pledge of Allegiance

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

Roll Call

Proof of Publication (Posted on the City's website and City Hall bulletin board on
Friday, April 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

February 17, 2016 - Special
March 9, 2016

Documents: cwm20160217_Special Council workshop minutes.pdf, cwm20160309.pdf

2. CITY COUNCIL MINUTES

February 8, 2016
February 17, 2016 - Special
March 9, 2016 - Special
March 14, 2016

Documents: cmm20160208.pdf, cmm20160217_Special Council meeting minutes.pdf, cmm20160309_Special.pdf, cmm20160314 Council meeting minutes.pdf

3. APPROVE PROCLAMATION #PRO2016-05, NATIONAL DAY OF PRAYER

Documents: PRO2016_5National Day of Prayer.pdf

4. **APPROVE PROCLAMATION #PRO2016-06, ARBOR DAY**

Documents: PRO2016_06Arbor Day 2016 Proclamation.pdf

5. **TREE BOARD APPOINTMENTS**

Appoint Candy Craig as a regular member of the Tree Board effective April 11, 2016, term to expire April 11, 2019. (Term previous held by P. Marraffino - expired March 8, 2016)

Appoint Sally Chesterfield as 1st alternate member of the Tree Board to fill unexpired term formerly held by Candy Craig effective April 11, 2016, term to expire December 28, 2017.

Documents: 20160411 Tree Board Appointments PKT.pdf

6. **AUTHORIZE MAYOR TO SIGN VOLUNTARY COOPERATION/OPERATIONAL ASSISTANCE AGREEMENT WITH MARION COUNTY SHERIFF'S OFFICE**

Documents: AGR2016_18VoluntaryCoopAssistAgreeMarionCoSheriff.pdf

7. **AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2011-121, TYCO SECURITY RENEWAL**

Documents: AGR2011_121TycoSecurity_Renewal3yr_ugradeeqpt.pdf

8. **AUTHORIZE STAFF TO PREPARE SPECIFICATIONS AND BID FOR THE DESIGN AND PRODUCTION OF CITY ENTRANCE SIGNS**

9. **AUTHORIZE STAFF TO PREPARE SPECIFICATIONS AND BID FOR RESURFACING OF THE MAIN CEMETERY STREET IN DUNNELLON MEMORIAL GARDENS**

CONSENT AGENDA APPROVAL

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

REGULAR AGENDA

10. **SPECIAL PRESENTATION BY DUNNELLON CITY COUNCIL TO LT. TODD SPICHER**

11. **PREPARATION FOR UP COMING HURRICANE SEASON - MSG. ROBERT R. JOHNSON, MARION COUNTY DEPUTY DIRECTOR - EMERGENCY MANAGEMENT**

12. **PRESENTATION OF PROCLAMATION #PRO2016-05, NATIONAL DAY OF PRAYER - PASTOR TOM WELCH**

13. **PRESENTATION OF PROCLAMATION #PRO2016-06, ARBOR DAY -**

CANDY CRAIG REPRESENTING THE TREE BOARD

14. **PUBLIC HEARING - ORDINANCE #ORD2016-01, AMENDMENTS TO THE ZONING CODE - ALLOWING CHICKENS TO BE KEPT IN RESIDENTIAL AREAS (ADVERTISED ON THE CITY WEBSITE ON 3/21/2016 AND IN THE RIVERLAND NEWS ON 3/31/2016 AND IN THE OCALA STAR BANNER ON 3/31/2016)**

    Documents: POP2016_01ChickenOrdinanceAmendCode.pdf

15. **SECOND AND FINAL READING OF ORDINANCE #ORD2016-01, AMENDMENTS TO THE ZONING CODE - ALLOWING CHICKENS TO BE KEPT IN RESIDENTIAL AREAS**

    PROPOSED MOTION: I move Ordinance #ORD2016-01 be read by title only.

    PROPOSED MOTION: I move Ordinance #ORD2016-01 be approved.

    Documents: ORD2016_01Chickenordinance_Second_Draft 20160203 workshop_wPCchgs.pdf

16. **PUBLIC HEARING - ORDINANCE #ORD2016-04, AMENDMENT TO SECTION 39 OF THE CITY'S CHARTER NEEDED TO COMPLY WITH FEDERAL REQUIREMENTS FOR MAILING OF OVERSEAS BALLOTS (PUBLISHED ON THE CITY WEBSITE ON 3/21/16 AND IN THE RIVERLAND NEWS ON 3/31/2016)**

    Documents: POP2016_04CharterChangesrunoffElection.pdf

17. **SECOND AND FINAL READING OF ORDINANCE #ORD2016-04, AMENDMENT TO SECTION 39 OF CITY'S CHARTER NEEDED TO COMPLY WITH FEDERAL REQUIREMENTS FOR MAILING OF OVERSEAS BALLOTS**

    PROPOSED MOTION: I move Ordinance #ORD2016-04 be read by title only.

    PROPOSED MOTION: I move Ordinance #ORD2016-04 be approved.

    Documents: ORD2016_04CharterChangesrunoffelection_wexhibit.pdf

18. **AMENDMENT #1 TO AGREEMENT #AGR2015-21 KIMLEY-HORN IPO#50 CHOICE HOTEL CDBG WATER MAIN EXTENSION PROJECT CHANGE ORDER - RE-DESIGN BASED ON NEW RIGHT-OF-WAY INFORMATION PROVIDED BY FDOT**

    PROPOSED MOTION: I move to authorize Mayor to sign Amendment #1 to Agreement #AGR2015-21 for Kimley-Horn IPO #50 change order - re-design based on new right-of-way information provided by FDOT.

Documents: Amendment1toAGR2015_21ROW.pdf

19. AMENDMENT #2 TO AGREEMENT #AGR2015-21 KIMLEY-HORN IPO#50 CHOICE HOTEL CDBG WATER MAIN EXTENSION PROJECT CHANGE ORDER - RELOCATION OF GOPHER TORTOISE

PROPOSED MOTION: I move to authorize Mayor to sign Amendment #2 to Agreement #AGR2015-21 for Kimley-Horn IPO #50 change order - relocation of gopher tortoise.

Documents: Amendment2toAGR2015_21GopherTortoise.pdf

20. COUNCIL LIAISON REPORTS AND COMMENTS

21. CITY MANAGER'S REPORT

22. CITY ATTORNEY'S REPORT

23. ADJOURN

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

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

CITY OF DUNNELLON
SPECIAL CITY COUNCIL WORKSHOP

DATE: February 17, 2016
TIME: 4:00 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 4:00 p.m. and led the Council in the Pledge of Allegiance. He then called for a moment of silence.

ROLL CALL

The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Vacant, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Councilman, Seat 4
Penelope Fleeger, Councilwoman, Seat 5

STAFF PRESENT

Eddie Esch, City Manager
Dawn Bowne, City Clerk
Troy Slattery, Interim Fire Chief
Mandy Roberts, Assistant City Clerk

LEGAL COUNSEL

None

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Thursday, January 28, 2016 and was amended on February 16, 2016 to add additional backup.

AGENDA ITEM NO. 1 – PENNSYLVANIA AVE. BIKE TRAIL CONCEPT PLAN PRESENTATION – MARION COUNTY TPO (AMENDED TO ADD BACKUP)

Mayor Whitt welcomed and thanked all of those in attendance for their participation in this project.

Mr. Esch explained this project has been in the planning stage for several years. He stated with new trail connections and parks being built, it is more important now than ever to make this connection and see this through to fruition. He thanked the officials from Marion County for making this a priority and being so instrumental in moving this project forward.

Mr. Esch explained that Mr. Greg Slay of the Marion County TPO will be presenting a variety of concepts and alternatives. He asked the Council to be mindful of what will be most feasible. He said this meeting is intended to be a "first blush" and there will be ample opportunity for public input during the decision making process.

Mr. Slay provided a brief overview of the process. He introduced Mr. John Sewell of Kimley-Horn.

Mr. Sewell explained the significance Dunnellon has in the scope of this project. He said this bike trail will become a part of one of the largest trail systems in the southeast, which will attract visitors from all over the world, increasing the area's eco-tourism. Mr. Sewell explained the scope of the project to include the evaluation of past concepts, analysis of existing conditions and needs, obtaining stakeholder input and developing final design concepts.

Mr. Sewell provided a thorough review of the attached PowerPoint Presentation, illustrating multiple alternatives. He discussed the pros and cons of each with regard to cost, parking, pedestrians and cyclists. He also offered several alternatives and ideas with regard to bridge access to Blue Run Park that included modifying the existing bridge or possibly installing a prefabricated pedestrian bridge.

AGENDA ITEM NO. 2 – COUNCIL COMMENTS

Council and staff engaged in discussion with Mr. Sewell and Mr. Slay regarding the various options that were presented. They discussed the posted speed limit, curbing, landscaping, buffers and rumble strips.

Mayor Whitt and Councilman Dillon both stated they favor Option C for multiple reasons.

Lt. Slattery expressed concern with emergency vehicle access if the width of the traffic lanes is reduced.

There was discussion with regard to the need for off street parking and the potential to develop parking next to the new bike trail park at the site of the old water tower. Mr. Sewell stated the FDEP offers Recreational Trails Program Grants that may help fund off street parking facilities specifically for trails. He said he felt Dunnellon would score very high on the grant application, and he would provide the contact information to staff.

Council thanked Mr. Sewell and Mr. Slay for their time and efforts.

AGENDA ITEM NO. 4 – PUBLIC COMMENTS

Mrs. Joan Duggins, 19687 SW 88th Loop, with regard to the presentation of the plan, asked whose idea it was to develop this plan and who is going to pay for it. Mr. Esch

explained it is a joint effort between the City and the TPO. Mayor Whitt stated the funding source is yet to be determined.

Brenda D'Arville, Planning Commission Chair, commented on the width of the traffic lanes. Mr. Esch stated that 11ft is standard.

Mr. Paul Marraffino, 19544 SW 82nd Place Road, commented on the number of current on street parking spaces and the possible effect that reducing them could have on the businesses along East Pennsylvania Avenue. He commented on the need for crosswalks and discussed the timing of construction relative to the bridge.

Councilman Green commented on the priority that should be placed on the bridge as it relates to safety.

The meeting was adjourned at approximately 5:23 p.m.

Attest:

Dawn Bowne, MMC City Clerk	Nathan Whitt, Mayor

P:\minutes council ws\20160217_Special.doc

PENNSYLVANIA AVENUE
MULTIMODAL OPTIONS

TPO

Kimley»Horn

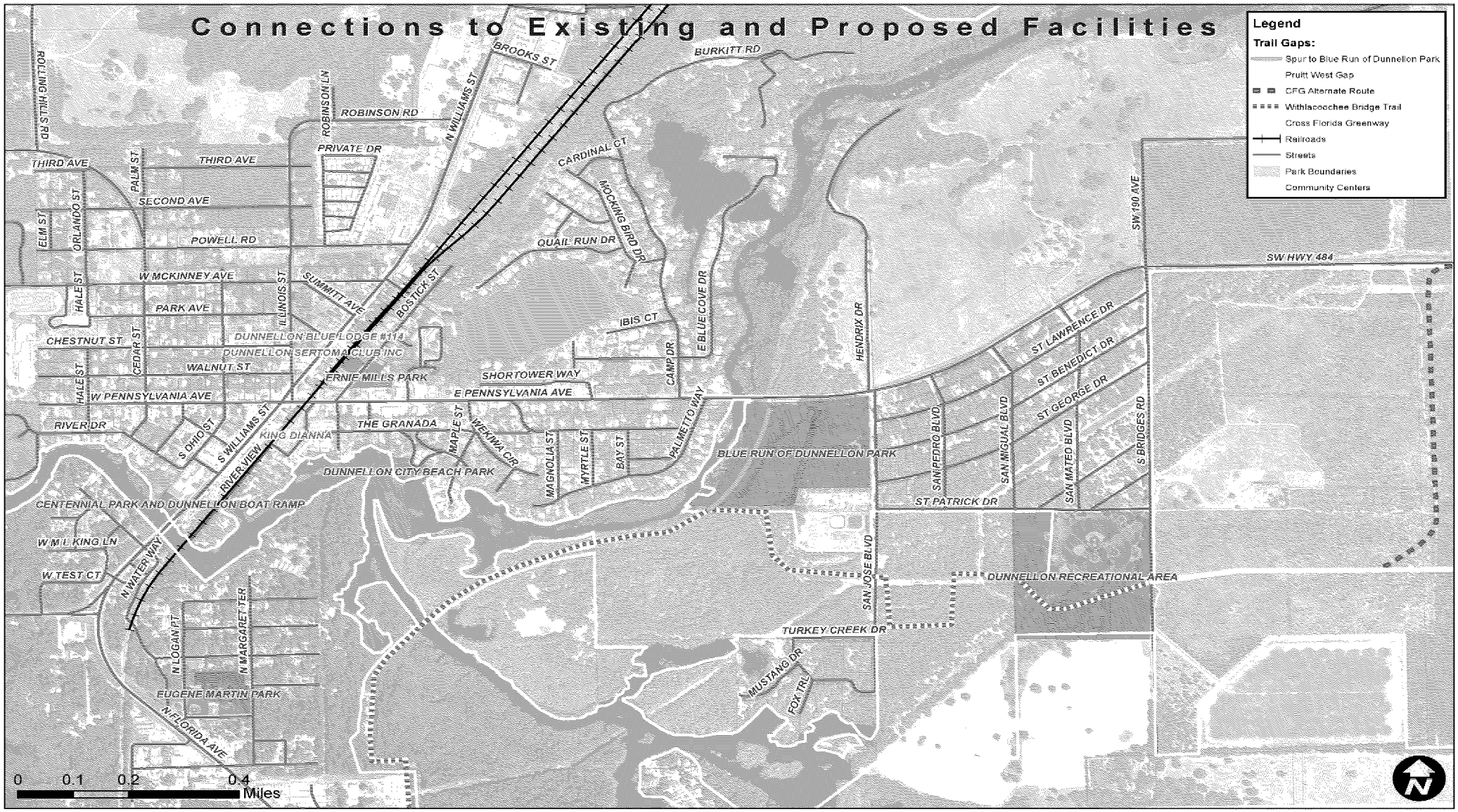
City Council Workshop

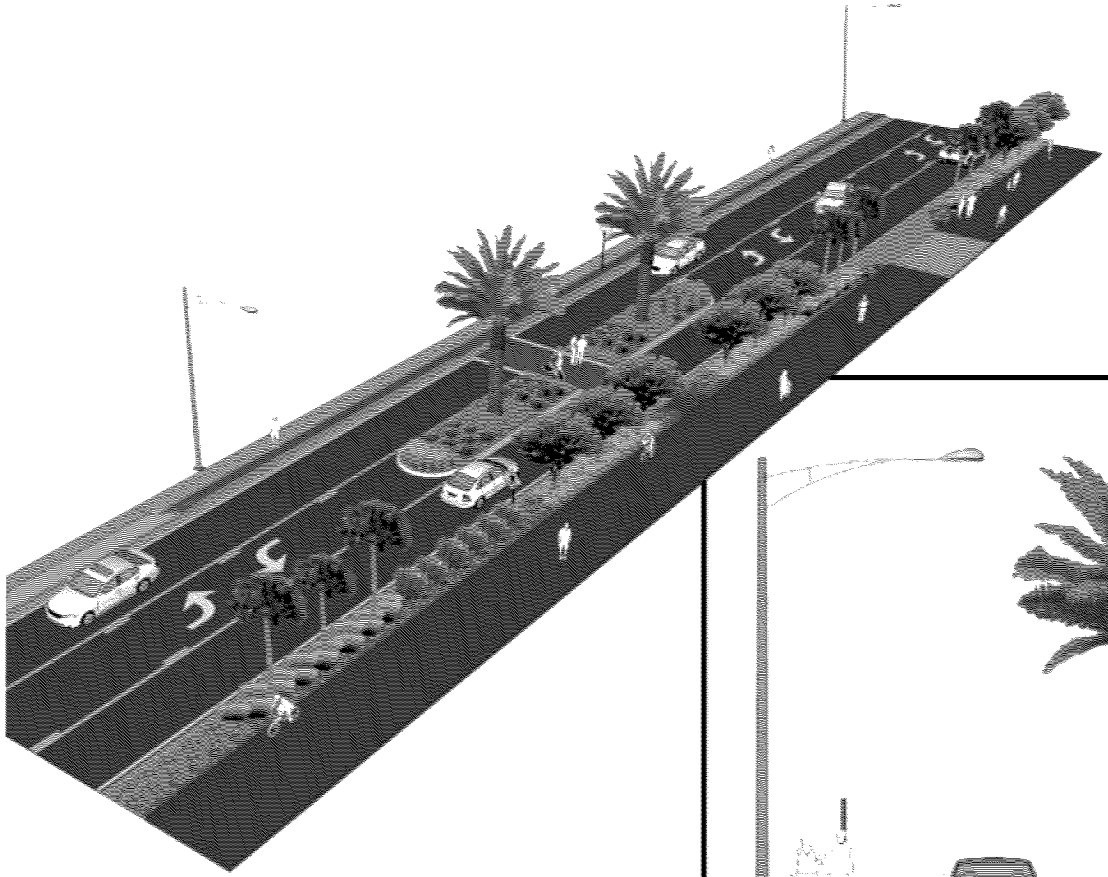
February 17, 2016

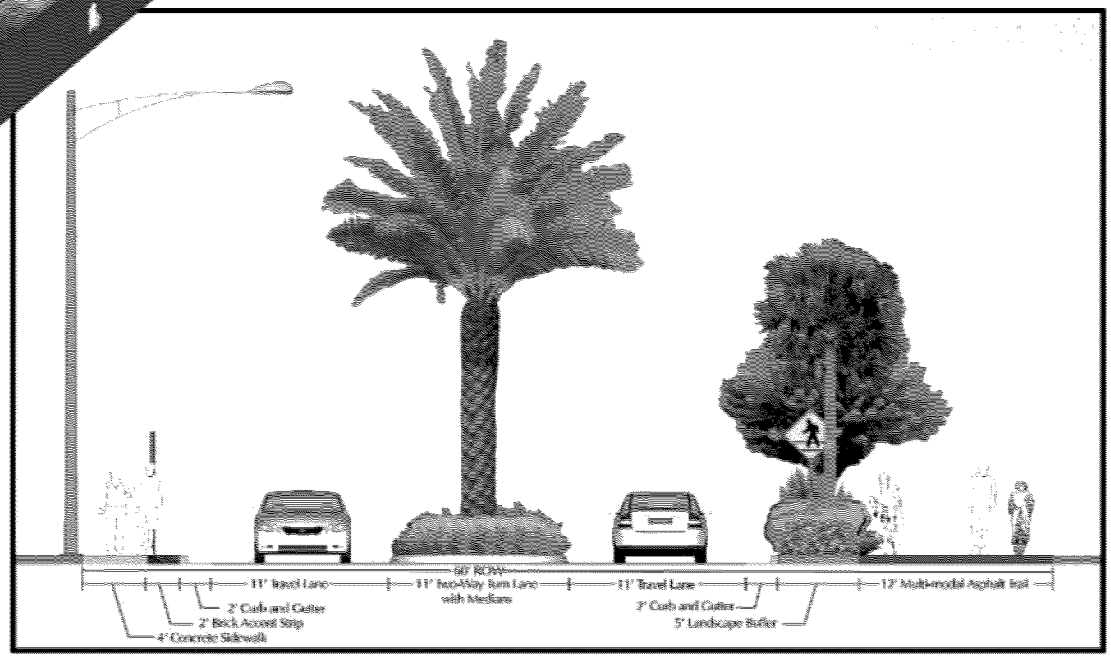
Scope of Work – Pennsylvania Avenue

- Evaluate past concepts
- Analysis of existing conditions and needs
- Stakeholder input
- Final design concepts

Connections to Existing and Proposed Facilities



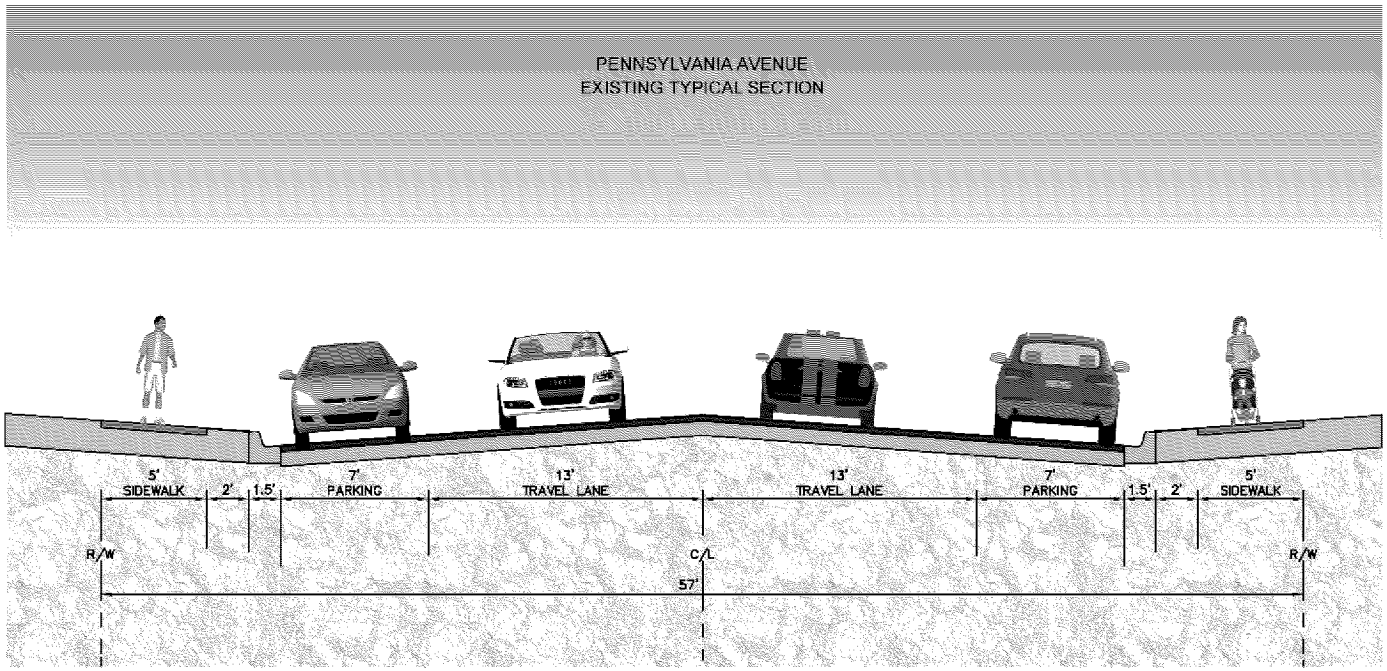




Pennsylvania Avenue East Streetscape

Concept Graphics - Typical Section

City of Dunnellon, Florida



Pros

- Currently existing – no cost
- Parking on both sides

Cons

- Wide lanes = increased speeds
- No bike facilities

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF DUNNELLON FLORIDA

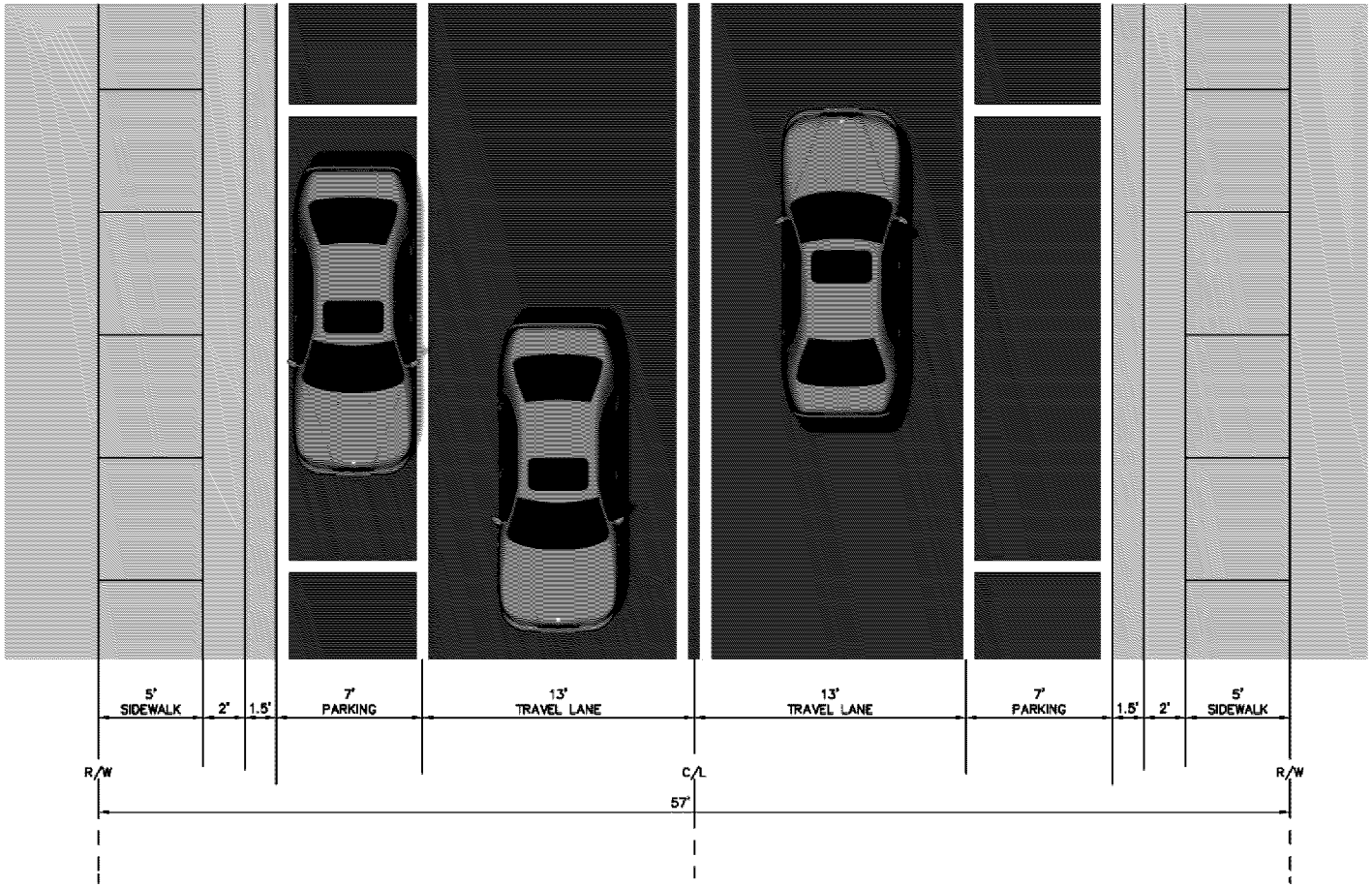
EXISTING TYPICAL SECTION

SHEET NUMBER
01

Kimley»Horn

No.	REVISIONS	DATE

PENNSYLVANIA AVENUE
EXISTING TYPICAL SECTION



No.	REVISIONS	DATE	BY

Kimley»Horn

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1055 SE MARION OAKS BLVD, SUITE 110, OCALA, FL 34473
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM CA: 00000696

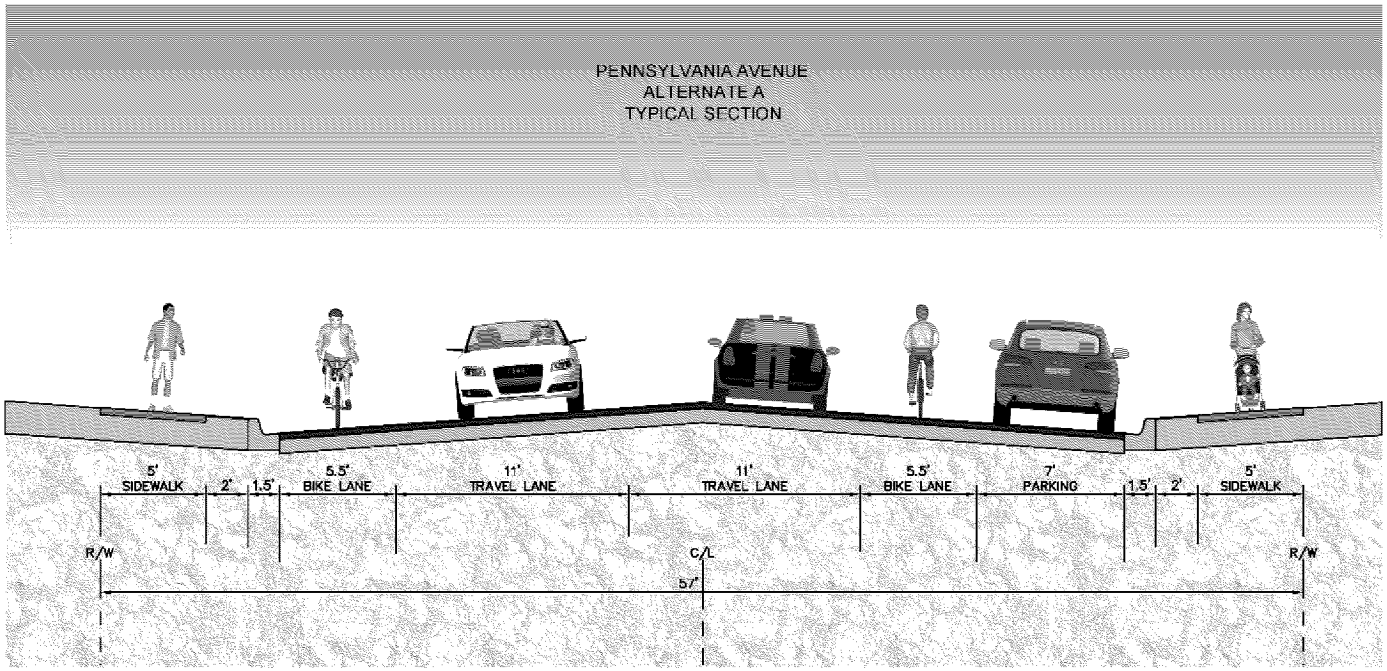
LICENSED PROFESSIONAL
AMBER L. GARTNER, P.E.
FLORIDA LICENSE NUMBER
72234

KHA PROJECT 042666019
DATE FEBRUARY 2016
SCALE AS SHOWN
DESIGNED BY RDH
DRAWN BY CBC
CHECKED BY ALG

EXISTING
TYPICAL SECTION

PENNSYLVANIA
AVENUE
PREPARED FOR
OCALA/MARION
COUNTY TPO
CITY OF DUNNELLON FLORIDA

SHEET NUMBER
01



Pros

- Narrower lanes = reduced speeds
- On-street parking on one side
- Low cost option – restriping

Cons

- Bike lanes only for proficient cyclists

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF DUNNELLON FLORIDA

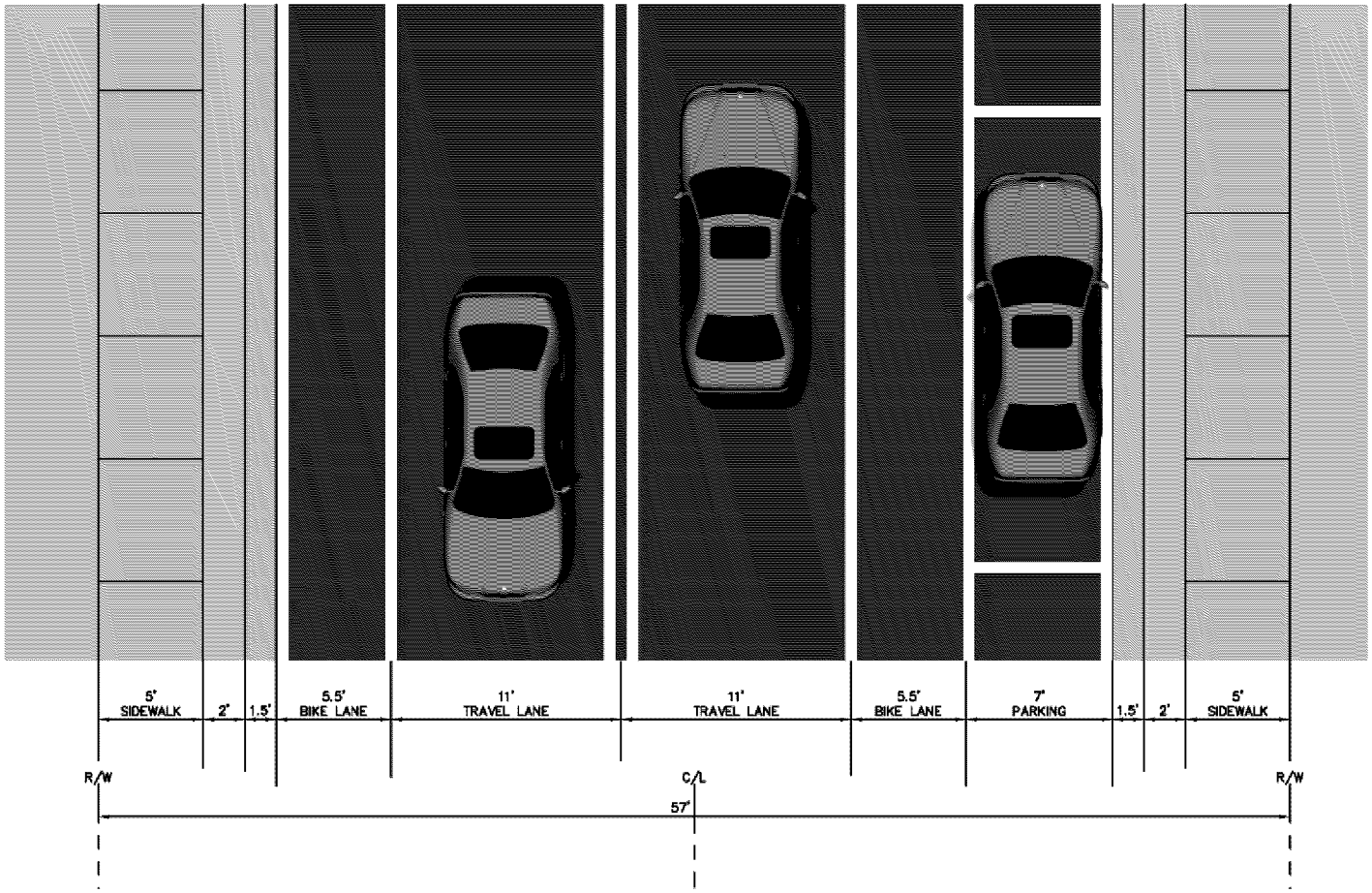
ALTERNATE A
TYPICAL SECTION

SHEET NUMBER
02

Kimley»Horn

No.	REVISIONS	DATE	BY

PENNSYLVANIA AVENUE
ALTERNATE A
TYPICAL SECTION



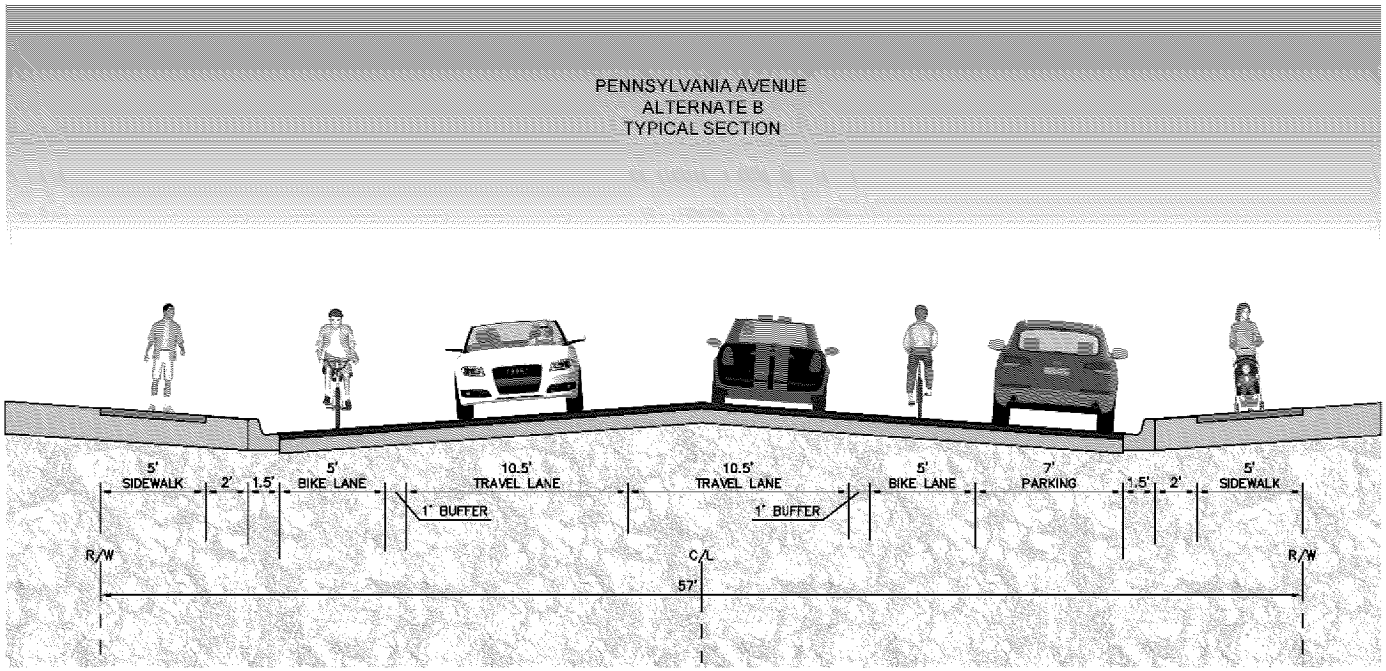
Kimley»Horn

REVISIONS

ALTERNATE A
TYPICAL SECTION

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF OCALA/MARION COUNTY

SHEET NUMBER
02



Pros

- Narrower lanes = reduced speeds
- On-street parking on one side
- Buffered bike lanes
- Low cost option

Cons

- Bike lanes only for proficient cyclists

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF DUNNELLON FLORIDA

ALTERNATE B
TYPICAL SECTION

KHA PROJECT 069126019
DATE FEBRUARY 2016
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALB

LICENSED PROFESSIONAL
AMBER L. CARTER, P.E.
FLORIDA LICENSE NUMBER 72224

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1703 SE PORT ORE STREET, SUITE 201, OCALA, FL 34471
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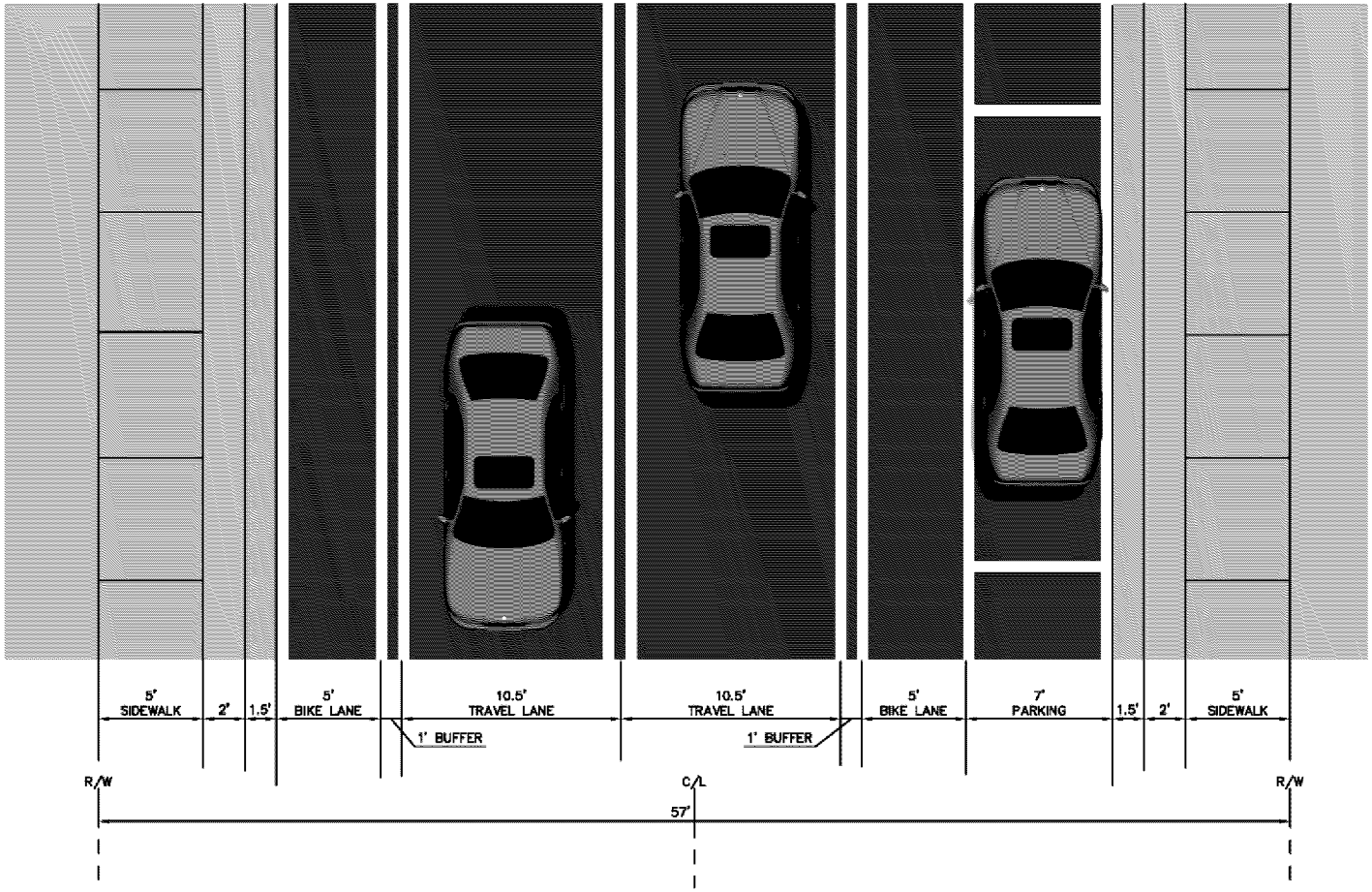
No.	REVISIONS	DATE	BY

SHEET NUMBER
03

PENNSYLVANIA AVENUE
ALTERNATE B
TYPICAL SECTION



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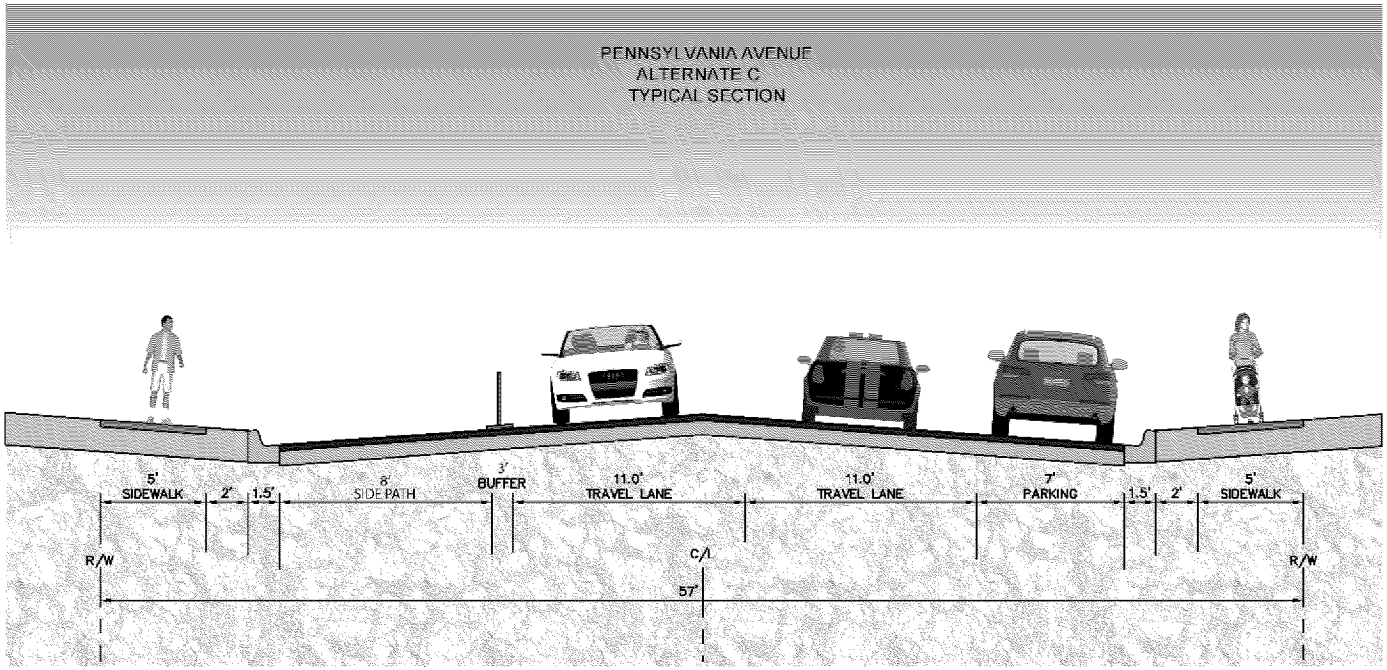
REVISIONS

ALTERNATE B
TYPICAL SECTION

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF OCALA/MARION

SHEET NUMBER
03



Pros

- Vertical barrier between bicyclists and traffic
- On-street parking on one side
- Separates bicycles from pedestrians

Cons

- May reduce use by non-proficient cyclists
- Vertical barrier is visible

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF DUNNELLON FLORIDA

ALTERNATE C
TYPICAL SECTION

KHA PROJECT (049-96019)
DATE FEBRUARY 2016
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
REVIEWED BY ALG

LICENSED PROFESSIONAL
AMBER L. GAERTNER, P.E.
FLORIDA LICENSE NUMBER 72274

Kimley»Horn
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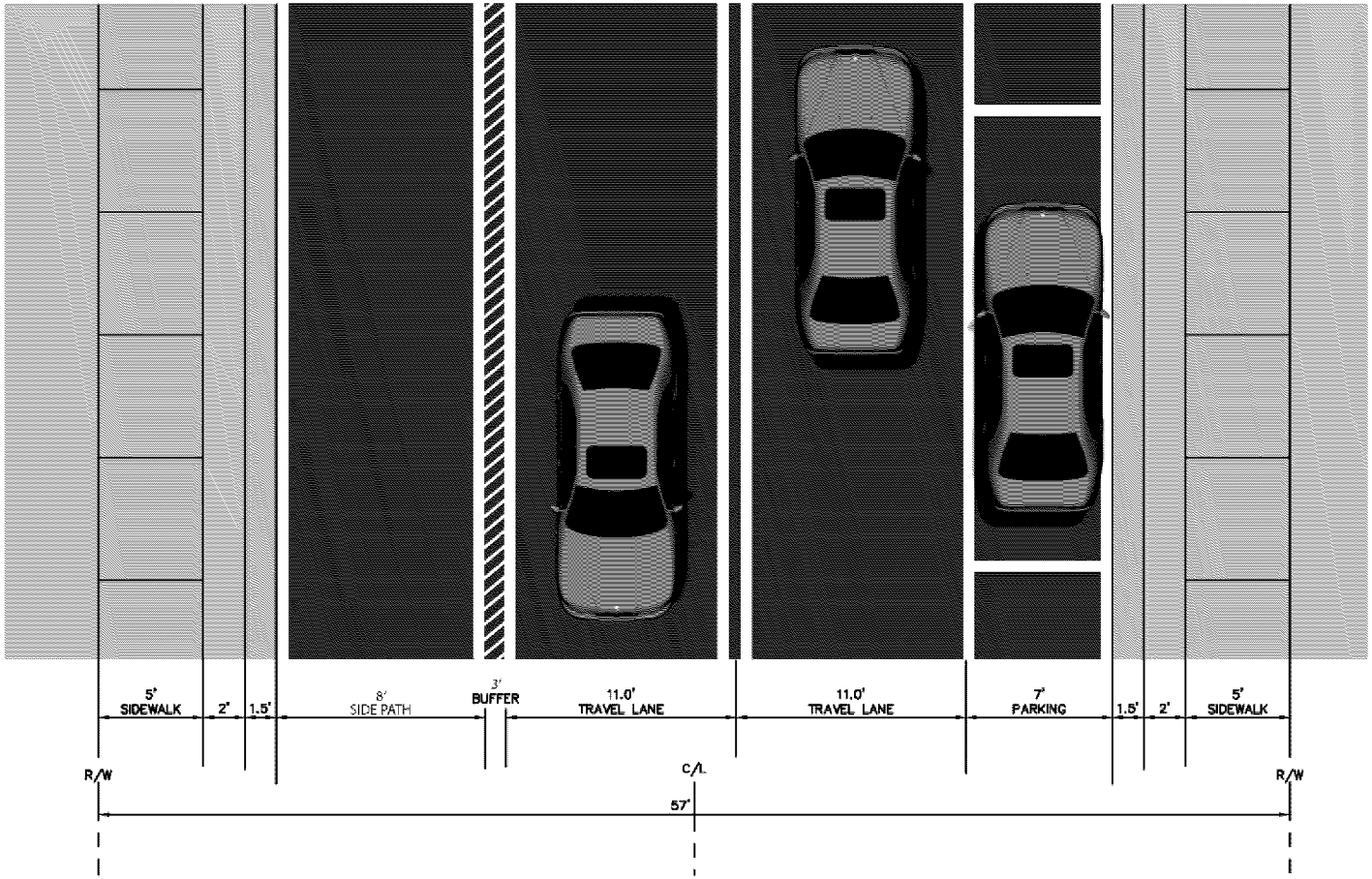
WWW.KIMLEY-HORN.COM CA: 0000696

No.	REVISIONS	DATE	BY

SHEET NUMBER
04

PENNSYLVANIA AVENUE
ALTERNATE C
TYPICAL SECTION



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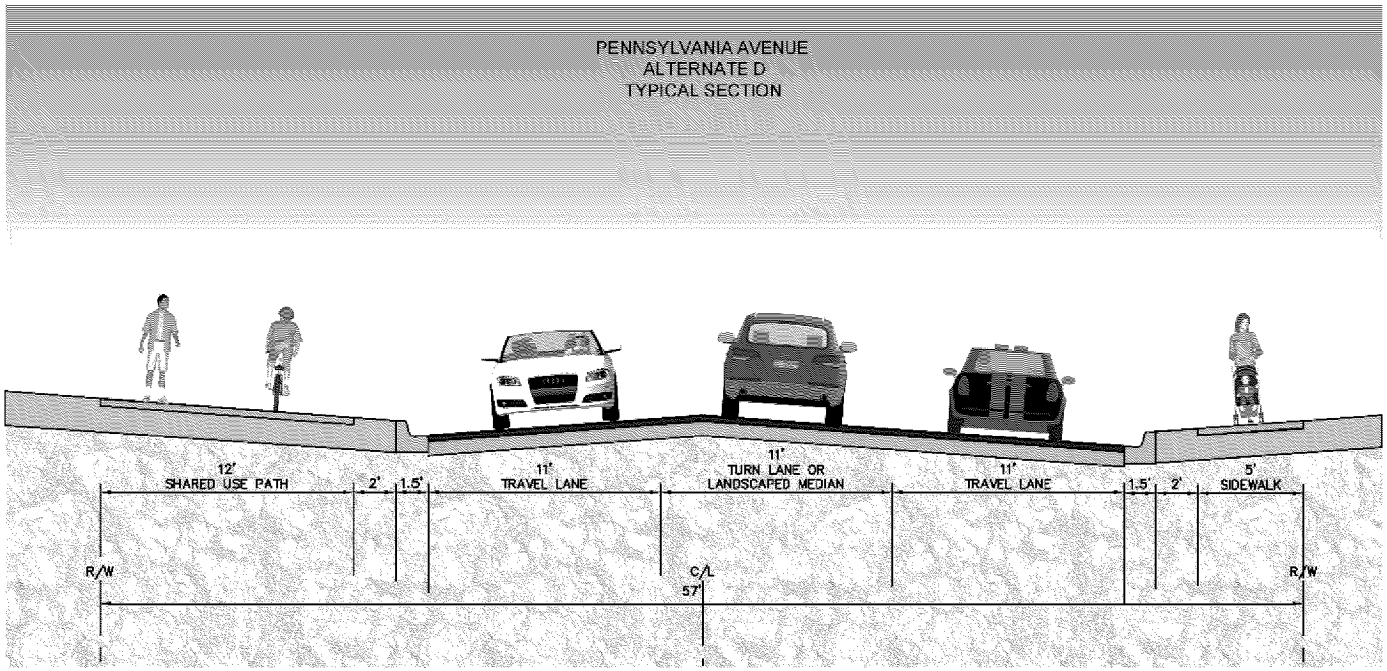
REVISIONS

ALTERNATE C
TYPICAL SECTION

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF OCALA/MARION COUNTY

SHEET NUMBER
04



Pros

- Shared Use Path for all user types
- Landscape median/turn lane separates travel lanes
- Safest option

Cons

- No on-street parking
- Higher cost

Kimley»Horn

ALTERNATE D
TYPICAL SECTION

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF DUNNELLON FLORIDA

SHEET NUMBER
05

PENNSYLVANIA AVENUE
ALTERNATE D
TYPICAL SECTION

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF OCALA/MARION COUNTY

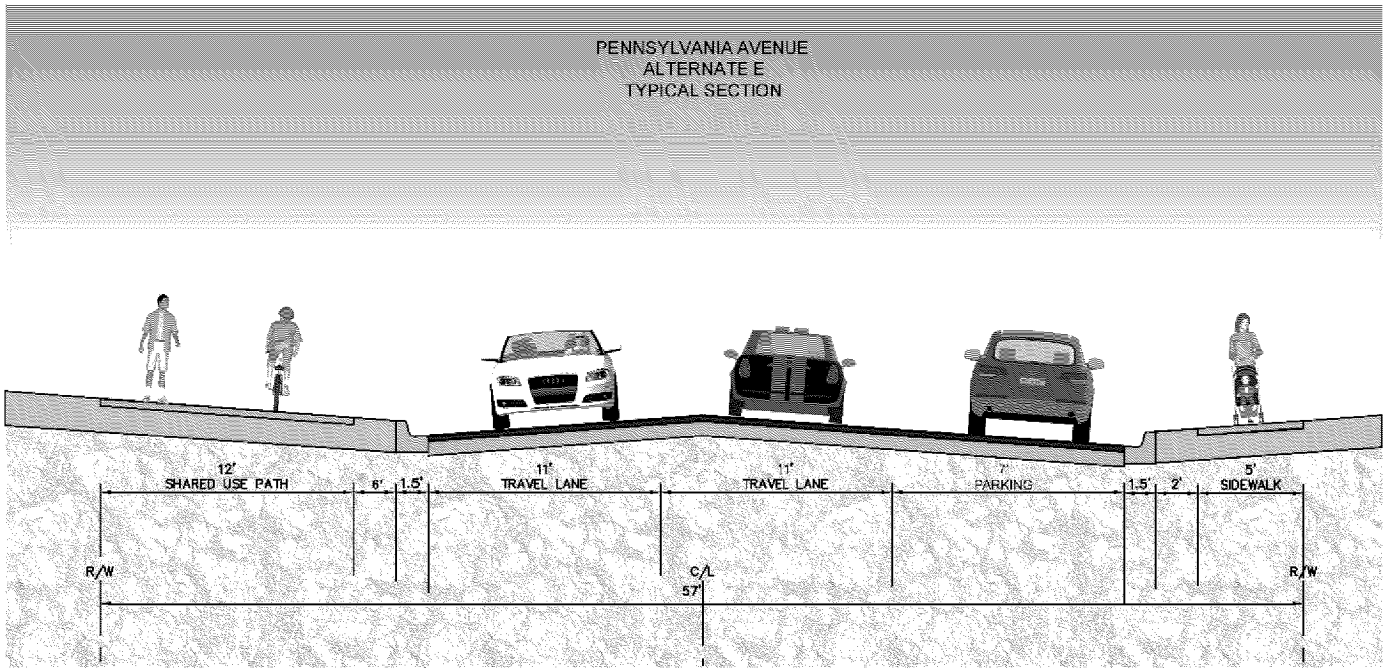
ALTERNATE D
TYPICAL SECTION

SHEET NUMBER
05

Kimley»Horn

REVISIONS

F.A.T.



Pros

- Buffer between Shared Use Path and traffic
- On-street parking on one side
- Best overall option for safety and connectivity
- Reduced speed

Cons

- Higher cost

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF DUNNELLON FLORIDA

ALTERNATE E
TYPICAL SECTION

KHA PROJECT (049-96019)
DATE FEBRUARY 2016
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY DSC
CHECKED BY ALG
DATE:

LICENSED PROFESSIONAL
AMBER L. GAERTNER, P.E.
FLORIDA LICENSE NUMBER 72274

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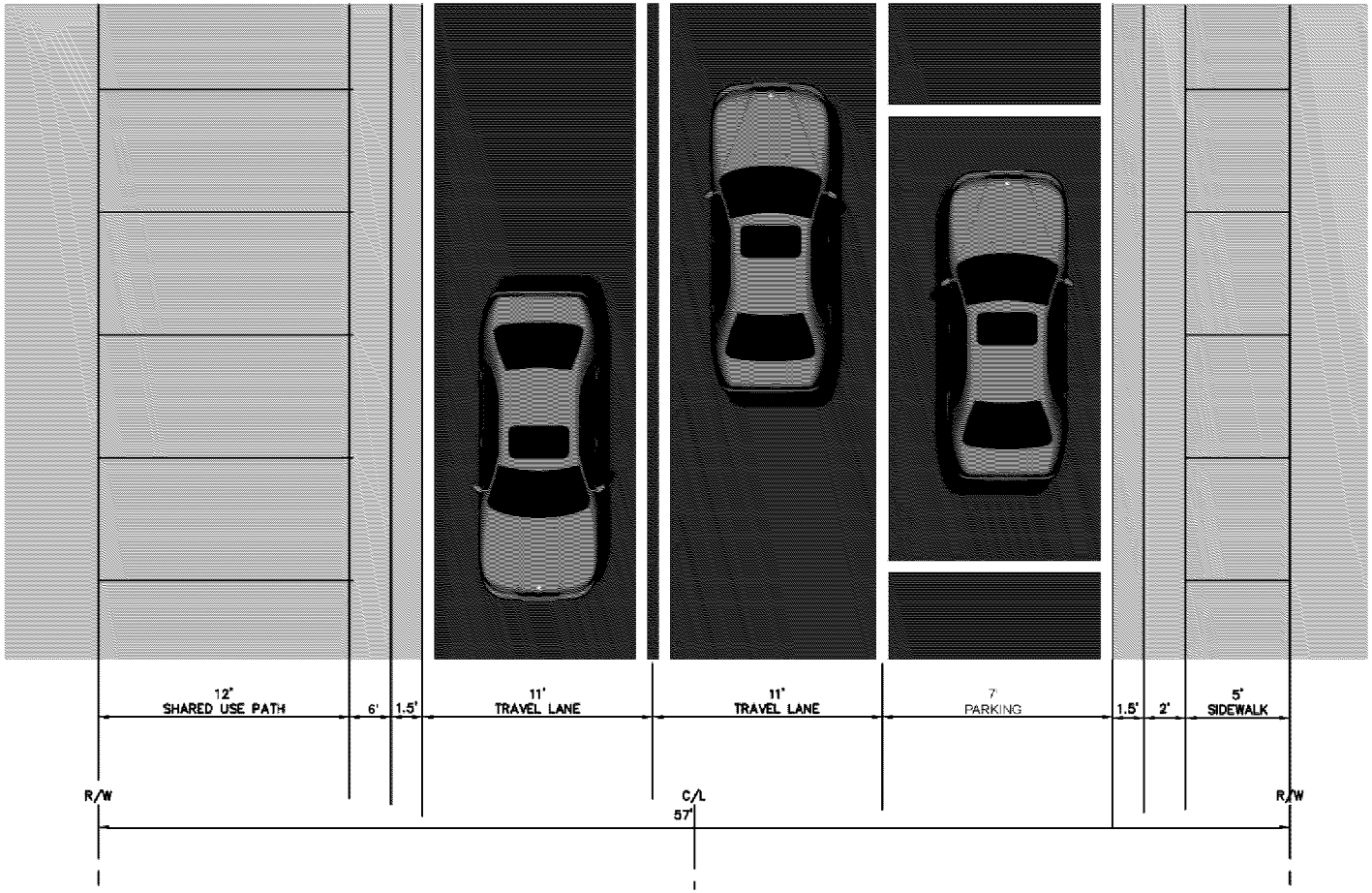
No.	REVISIONS	DATE	BY

SHEET NUMBER
06

PENNSYLVANIA AVENUE
ALTERNATE E
TYPICAL SECTION



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REVISIONS

ALTERNATE E
TYPICAL SECTION

PENNSYLVANIA AVENUE
PREPARED FOR
OCALA/MARION COUNTY TPO
CITY OF OCALA/MARION COUNTY

SHEET NUMBER
06

Bridge Options

- Use existing bridge shoulder
- Separated bicycle/pedestrian bridge
- Do nothing

Contact Information

Jon Sewell, Kimley-Horn

Phone: 850-553-3500

Email: Jon.Sewell@kimley-horn.com

Greg Slay, Ocala/Marion County TPO

Phone: 352-629-8297

Email: Gslay@Ocalafl.org

Kimley»Horn

TPO Ocala • Marion County

CITY OF DUNNELLON
CITY COUNCIL WORKSHOP

DATE: March 09, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:50 p.m. and led the Council in the Pledge of Allegiance. He asked if any invitee or volunteer was present to open with prayer. Joe Senckowski provided the invocation.

ROLL CALL

The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Johanna Soldato, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Councilman, Seat 4
Vacant, Seat 5

STAFF PRESENT

Eddie Esch, City Manager
Dawn Bowne, City Clerk
Chief Mike McQuaig, Police Dept.
Lt. Todd Spicher, MCSO
Lt. Troy Slattery, Interim Fire Chief
Jan Smith, Finance Dept.
Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Monday, March 7, 2016.

Mr. Esch introduced Mike McQuaig, Dunnellon's new Police Chief.

Lt. Todd Spicher thanked Mr. Esch, Mayor Whitt and Council for their support during his time with the Dunnellon Police Department and congratulated Chief McQuaig.

Mayor Whitt announced the Dunnellon Chamber of Commerce is hosting a ***"Meet and Greet"*** for Dunnellon's new Police Chief Mike McQuaig, to be held Thursday, March 10, 2016 from 4:00 to 6:00 p.m. at the Chamber of Commerce.

AGENDA ITEM NO. 1 – BOARD REPORTS

Brenda D'Arville, Chair of the Planning Commission discussed the special meeting Planning Commission held on Friday, February 19th with Mr. Metcalf, the City's Consulting Planner. She expressed her concern with the scheduled time/date and the lack of public participation. She said she was not aware there was going to be a public hearing held during this meeting. Mrs. D'Arville asked Mr. Esch to please address her concerns during Item #5.

Hugh Lochrane, Chair of the UAB discussed the board's upcoming meeting scheduled for March 21st. He said the committee is anticipating the presence of representatives from Florida Rural Water Association. He said the board is hoping they will be able to help solve the discrepancy between the amount of water being pumped out of the wells and what is being billed. Mr. Lochrane also expressed the board's concerns regarding the water and sewer funds in reference to having sufficient reserves to address any emergency issues that may arise.

Councilman Dillon stated the 125th Anniversary Park is being constructed through donations and the money is being placed with the City. He said at the next committee meeting, the committee will discuss the protocol for disbursing/labeling of the funds.

AGENDA ITEM NO. 2 – DUNNELLON BUSINESS ASSOCIATION REPORT

Mathew Baillargeon, 22637 SW Surf Blvd, Ocala, reported on activities and upcoming projects. He stated the DBA will be hiring someone to work three days a week, enabling the DBA office to be open six (6) days a week.

Councilman Green requested Mr. Baillargeon enlighten all in attendance of the Little Leagues Opening Day event and the upcoming improvements to the baseball field.

Mr. Baillargeon stated it was an amazing day and they had a wonderful turnout. He said they are seeking funds to obtain lights for the minor softball field.

AGENDA ITEM NO. 3 – CHAMBER OF COMMERCE REPORT

Penny Lofton stated Six Gun Territory is bringing their Wild West Show to Boomtown Days. She provided the dates and times for the Boomtown Days activities. She announced the dates the ***"Vietnam Traveling Memorial Wall"*** will be in Dunnellon are September 29st thru October 2, 2016.

AGENDA ITEM NO. 4 – SPECIAL EVENT APPLICATION PZ1516-043, BOOMTOWN DAYS. REQUEST TO AUTHORIZE THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES DURING THE SPECIAL EVENT AS DEPICTED ON THE EVENT MAP

Council and staff engaged in brief discussion regarding the request. Mayor Whitt explained this has been done every year.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 5 – PROPOSED ORDINANCE #ORD2016-03, EAR BASED COMPREHENSIVE PLAN AMENDMENTS, CPA2016-01

Mr. Esch explained the City received a Technical Assistance Grant from the Department of Economic Opportunity (DEO) to fund this project. He said a deadline was missed in December which tightens the timeline for submission of the amendments, and if the timelines are not met, the City does not get reimbursed. Mr. Esch stated the City is prohibited from adopting other types of plan amendments until the City adopts the required evaluation-based plan amendments.

Council and staff engaged in lengthy discussion regarding "Urban Sprawl."

Mayor Whitt asked staff if these changes were statutory requirements.

Attorney Hand stated he reviewed the proposed document and explained Florida Statute 163 provides criteria set to discourage Urban Sprawl.

Mr. Esch stated Mr. Metcalf will be present at the Council meeting on Monday, March 14th to answer questions.

Council and staff engaged in discussion regarding advertising Special Planning Commission meeting held on February 19th. Mr. Esch stated the meeting was advertised in the customary manner used for all meetings. However, staff is exploring other means of advertising.

Councilwoman Soldato inquired if the amendments are posted on the City's website and if they are current.

Staff explained the website is being updated and should be completed by the end of the week.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 6 – REQUISITION TO PURCHASE SIX (6) NEW COMPUTER WORKSTATIONS

Mr. Esch explained this item did not require placement on the agenda He read the following from the purchasing policy, Ordinance 2015-08, Sec. 2-3.82:

> "*Piggybacking or cooperative purchasing.* Regardless of dollar value, the city manager may award a contract by using "piggybacking," or "cooperative purchasing" with other public entities, provided the purchase is made in the best interests of the city."

Mr. Esch stated the computers are being purchased through a State contract and explained the "piggybacking" process. He said the City is in desperate need of these computers because the XP operating system only supports up to Internet Explorer Version 8, which is incompatible with the latest Munis version. The computers are currently budgeted for in this fiscal year.

Council and staff engaged in brief discussion regarding the purchase of the computers and whether it would benefit the City to lease them.

Mathew Baillargeon asked about the specifications and whether staff may consider purchasing them locally.

Mr. Esch stated the City has considered this before, and in most instances the State contract was substantially less expensive, but he would provide the specs the following day.

Mrs. Bowne said not that Council shouldn't consider this option, but should keep in mind the bid process may be required if you elect not to go with State bid.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 7 – DISCUSSION – REPAYMENT OF INTERFUND LOAN FROM WATER AND SEWER FUNDS TO GREENLIGHT COMMUNICATIONS SERVICE – RESOLUTION #RES2012-29

Mayor Whitt stated the repayment of this inter-fund loan is a challenge and has been since he took office.

Mr. Esch stated this is a concern for us as staff and needs to be a concern of the citizens of Dunnellon. He said it's very important the public understand the ramifications and long term effects. He said Mrs. Smith consulted with Attorney Hand about establishing some type of repayment plan.

Attorney Hand explained to Council that when the City took this action, it was acting under it's proprietary powers, as a business rather than as a municipality. He said the law treats each differently. When a City is acting under it's proprietary powers, it is allowed to make a profit and experience loses. He said this resolution does not create a contractual obligation on the City to repay the loan. He said it authorizes budget amendments payments.

Attorney Hand further explained if there are to be payments through ad valorem taxes, it cannot be a payment plan of over a period of years. He said it could be done by an annual appropriation, or an adjustment at the end of the budget year.

Councilman Dillon stated he would like the City to make a good faith effort to repay the utility fund by making an annual payment at the end of the fiscal year.

Mrs. Smith stated the funds would be a transfer from the general fund, unrestricted, to water/sewer or capital replacement.

Councilman Green requested Attorney Hand read Resolution #RES2012-29 #2 into the record.

Attorney Hand read the following:

"That an inter-fund loan from the Enterprise Water & Sewer Utility Reserve Funds to the Enterprise Greenlight Communications Fund in the amount of $1,478,430.00 is authorized at .01% per anum to be paid in its entirety by 2017."

Councilman Green asked Attorney Hand to read the date this resolution was adopted.

Attorney Hand read: "Upon motion duly made and carried, the foregoing resolution was adopted by the City Council of the City of Dunnellon this 13th day of November, 2012."

Councilman Green stated this document clearly states to him that the City of Dunnellon is clearly responsible for paying $1,478,430.00 into the enterprise water and sewer reserves by 2017.

Council and staff engaged in lengthy discussion regarding the repayment of the funds to the water and sewer account.

Burt Eno, 9220 SW 193rd Circle, Rainbow Springs, asked Attorney Hand if he was familiar with Florida Statute 350.81. He said it's very specific; that you cannot transfer monies between one enterprise fund and another. He said whatever the City did; however they made this contract, they did something illegal, and it's on the backs of the City to make this payment. He said the City needs to honor it no matter where it gets the money.

Councilwoman Soldato said she believes the City is responsible and according to what Mr. Eno is saying, it wasn't done appropriately. She stated this isn't going to be easy to solve, but we are trying to figure out how we are going to fix it.

Councilman Green suggested holding a joint meeting with the UAB and Council in a workshop fashion in an effort to create a solution that would be workable.

Council and staff engaged in brief discussion. They agreed to hold a joint workshop at the next UAB meeting on March 21, 2016 at 3:00 p.m. with Attorney Hand present.

AGENDA ITEM NO. 8 – RESOLUTION #RES2016-10 – ELECTRONIC FILING FOR CAMPAIGN FINANCE REPORTS

Mrs. Bowne stated Mr. Wesley Wilcox, Marion County Supervisor of Elections, notified the City that an electronic filing service for Campaign Financial Reports is available and they heavily encourage Council to consider the option allowing this process to become more automated. Mrs. Bowne stated it would also provide more transparency, allowing the public to view the reports online through the website.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 9 – ORDINANCE #ORD2016-04, AMENDMENT TO SECTION 39 OF CITY'S CHARTER NEEDED TO COMPLY WITH FEDERAL REQUIREMENTS ROR MAILING OF OVERSEAS BALLOTS

Mrs. Bowne stated Mr. Wesley Wilcox, Marion County Supervisor of Elections, notified the City that our run-off election date in our Charter does not provide adequate time to mail overseas ballots as required by Florida Statute. Mr. Wilcox indicated he requires a minimum of 70 days.

Mrs. Bowne stated this was discussed at a prior meeting. She said this ordinance only handles the piece that affects the City's Charter, if a run-off election is required. She said the problem is it does not allow the Supervisor of Elections to meet the mandatory statutory requirement for oversea ballots. Mrs. Bowne said if Council wants to maintain a run-off election it would require moving the date to the third Tuesday in January.

Mrs. Bowne explained there also is a conflict in the City's Election Code, Section 26-2(c), when new Council members will take office, which is the first meeting following the election. She said the City cannot seat someone until the Supervisor of Elections has formally and officially certified the election results. Mrs. Bowne said there could be an issue that requires a recount, and 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 to certify the results. She explained she will be bring an amending ordinance to Council to correct this.

After discussion, Council directed staff to draft a referendum ordinance for a special run-off election in the event of a tie, to be held the third Tuesday in January.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 10 – VOLUNTARY COOPERATION/OPERATIONAL ASSISTANCE AGREEMENT #AGR2016-15, CITRUS CO.

Mrs. Bowne explained this agreement was approved by Council in their January council meeting. She said when the agreement was returned for their signatures, Citrus County was not happy with the language in the paragraph discussing "Mass Arrests" in Section II, (a) 1. She stated Citrus County amended the language in this section.

Councilwoman Soldato inquired about Section IV regarding each agency bearing their own liability, but doesn't mention anything about holding each other harmless.
Attorney Hand stated this section provides that each agency bear its own liability. He said a hold harmless clause would not be advantageous for the City.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 11– DISCUSSION OF CONNECTION FEES FOR 180TH AVE. ROAD FORCE MAIN PROJECT. (P113) – CITY MANAGER

Mr. Esch said stakeholder meetings have been held with the property owners, Marion County School Board members, FDEP and SWFWMD to discuss their intention or desire to connect to the proposed force main water/sewer connection. He said one of the big support factors to FDEP and SWFWMD is the eco-friendly impact it will have on the surrounding rivers. He said due to the high rate of the sewer hook-up connection and capacity fees for the schools, they may not want to participate, which may prevent moving forward with this project.

Mr. Esch explained he may be able to negotiate some type of payment plan with the School Board for the connection/capacity fees in order to proceed with the project.

Council and staff engaged in lengthy discussion regarding the fees to the School Board.

It was Council consensus to have Mr. Esch negotiate the fees.

AGENDA ITEM NO. 12 – LOTS OF RECORD – COUNCILMAN DILLON

Councilman Dillon explained an issue he encountered while attempting a building permit for property in the City. He said the issue is created by the City's Comp Plan and City Code. He said seventy-five percent of the lots in the City cannot be built on because of the requirement that the lot be 8,500 square feet and have 85 feet of road frontage. He stated when the Rainbow River Corridor Ordinance was adopted, lots of records were exempt. He said this was never the intent of the Comprehensive Planning Act. He stated the Comprehensive Planning Act was for Urban Sprawl.

Councilman Dillon requested staff prepare a proposed motion for April's Council meeting to have Attorney Hand work with Mr. Metcalf to exempt lots of record for commercial and residential building purposes.

Mrs. Bowne presented the proposed motion: "I move the City Attorney work with staff, Mr. Metcalf and the Planning Commission to exempt lots of record for building purposes."

Council and staff engaged in brief discussion regarding the hiring of Mr. Metcalf for items that do not fall under the grant.

Attorney Hand explained the contracting of a planner would require a RFP if it's over $5,000.

AGENDA ITEM NO. 13 – VOLUNTEER FIRE DEPARTMENT – COUNCILMAN DILLON

Councilman Dillon discussed a positive meeting he had with Interim Fire Chief Slattery regarding the Dunnellon Fire Rescue Department. He said they also discussed the donation of funds for tires for one of the trucks.

Councilman Dillon stated he would have preferred to see the Community Thrift Shop donation benefit a charity and not the City. He felt the City has an obligation to fund the needs of the City departments.

Council and staff also engaged in a lengthy discussion with Interim Chief Slattery explaining the history of the volunteer fire department and the procedure of accepting/disbursing donated funds, including signers on the volunteer accounts.

Interim Chief Slattery discussed the establishment of the 501c3 account and stated it was set up for the purpose of taking in donated funds and disbursing them as needed.

Brenda D'Arville, resident and financial advisor, stated she thinks where the fire department may have gotten off track was they filed under the wrong IRS code. She stated the 501c3 is strictly for charitable organizations, so therefore funds had to be used for charitable purposes. She suggested revising the application with the Internal Revenue Service under the correct section.

Mayor Whitt thanked the Community Thrift Shop for the donation and said it was a wonderful gesture on their behalf. He said they are a wonder group and the ladies should be commended.

Councilman Dillon stated he's not taking anything away from them, just if he had his choice, he would have preferred Interim Chief Slattery ask Council for a budget amendment for the $2,000, rather than to accepting money that could be used at another charitable organization.

Interim Chief Slattery stated he understands our budgets are extremely tight, so when the Community Thrift Shop was willing to donate the money for a specific reason, he took advantage of it. However, he said in the future, he will bring it to the attention of Council.

Councilwoman Soldato thanked Interim Chief Slattery for an admirable effort and explained the need for clarity. She suggested consulting with Council first in the future on such matters.

Randy Robinson, 19184 SW St. Lawrence Drive, discussed the changes in the volunteer fire department since it was started.

Council and staff engaged in discussion regarding the process of hiring volunteers.

AGENDA ITEM NO. 14 – DISCUSSION REGARDING CITY FINANCIALS – COUNCILWOMAN SOLDATO

Councilwoman Soldato stated according to City Code, it is her understanding in order to look into the City's finances she would need the authorization from Council. She said after reviewing the debt, revenue and revenue loss, she would like to hold some very specific workshops to present her findings and offer the public opportunity to ask questions. She said at least three workshops would be required.

Mrs. Bowne said she doesn't want Council to think they need each others' permission to obtain information. She stated it is her understanding that Councilwoman Soldato is asking to act as liaison to work with staff and perhaps proceed in a more assertive role than the traditional council member would. Mrs. Bowne stated the Code of Conduct states anything staff gives to one council member will be given to each council member. This may involve staff providing information to her that she would report back to Council, or she could direct staff as to what she wanted shared out with Council or in a public forum.

Council directed Mrs. Bowne to prepare a motion authorizing Councilwoman Soldato to act as a finance Council liaison.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 15– CITY SIGNAGE UPDATE – MAYOR WHITT

Mrs. Esch stated he was invited by Marion County to attend a meeting Monday, March 14th at 11:00 to discuss city signage. He accepted the invitation and will provide a report.

Mr. Esch said he addressed the required CRA amendments with Attorney Hand who will research using CRA funds for the signage as an option.

AGENDA ITEM NO. 16 – TDC APPOINTMENT – MAYOR WHITT

Mayor Whitt stated he was approached by Marion County's TPO committee to serve as liaison for the City.

Council and staff engaged in discussion regarding the vacancies and procedure for appointing liaisons to different committees. Council decided to review the list and address the liaison assignments during the Council meeting of Monday, March 14, 2016.

Mayor Whitt stated he will attend the TDC meeting on March 17, 2016.

AGENDA ITEM NO. 17– CITY COUNCIL LIAISON ASSIGNMENTS – MAYOR WHITT

This item will be placed on the agenda for the Council meeting on Monday, March 14th.

AGENDA ITEM NO. 18– COUNCIL COMMENTS

Councilman Green discussed the markers and flags being placed in the cemetery for the veterans who have passed. He said earlier this week he met with Vice-Commander John Taylor from the American Legion Post and learned that the Legion is in need of additional flags for veteran's graves. Mr. Taylor stated they will use their reserve balance and then will reach out to the community for funding the flags.

Councilman Green asked Mr. Esch for an update on the fire assessment study.

Mr. Esch stated he was contacted by Tindal & Oliver requesting a conference call to review their findings.

Council and staff engaged in discussion on targeted workshops in place of regular scheduled meetings.

Councilman Green said he attends meetings and is involved with Dunnellon High School. He said the Morgridge Family Foundation has recognized Dunnellon High School as one of eleven (11) high schools nationwide to be awarded the Student Support Foundation (SSF) Grant. He said some of the students and sponsors will be present during the next Council meeting to accept a proclamation which will be read and presented to students and faculty.

Councilwoman Soldato stated she also attended the meeting at Dunnellon High School and said the students are very excited about running this foundation. She said there was discussion regarding possibly having student government representation at our Council meetings.

AGENDA ITEM NO. 19– CITY MANAGER COMMENTS

Mr. Esch provided his report on the following:

- Two (2) agreements piggy-backing from other municipalities for sludge hauling and chlorine cylinders
- Records management days
- Cemetery road; collecting bids
- Positions filled in the Finance Department and the Police Department
- Hotel opened; brief discussion regarding hotel sign
- Business activity; generating interest
- Regions sold the bond the City had with them regarding the Greenlight settlement
- Rainbow River Ranch hearing March 10th in Daytona
- Update on CBG Grant regarding the water-main project; gopher tortoises required to be relocated

- Mr. Eno's letter in Riverland News regarding the City using bond proceeds to repay the refund to Rainbow Springs' customers; Mr. Esch wanted to go on record to say it is false.

AGENDA ITEM NO. 20– PUBLIC COMMENTS

Public comments were received from the following:

- Louise Kenny, 19970 Ibis Court, discussed Item #5, EAR Based Comp Plan amendments and the Planning Commission special meeting of Friday, February 19, 2016. She also requested each Council member read Mr. Metcalf updates before transmitting it.
- Mary Ann Hilton, 12078 Palmetto Court, discussed Item #5 and the Planning Commission special meeting of Friday, February 19, 2016.
- William Maguire, 20202 Quail Run Drive, discussed the Rainbow River and his concerns regarding capacity. He also discussed the issues in Dunnellon and stated the public needs to know what the priorities are for the City.
- Richard Hancock, 11551 Camp Drive, stated he agreed with Mr. Maguire regarding the City needing to have priorities. Mr. Hancock discussed the EAR Based amendments and the Planning Commission meetings.

Council and staff engaged in brief discussion regarding the process of hiring a planner to update the Comp Plan.

The meeting was adjourned at approximately 9:46 p.m.

Attest:

_____ _____

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

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CITY OF DUNNELLON
CITY COUNCIL MEETING

DATE: February 8, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Mayor Whitt called the meeting to order at approximately 5:36 p.m. and led the Council in the Pledge of Allegiance. Tom Welch provided the invocation.

ROLL CALL
The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Vacant, Vice-Mayor, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Councilman, Seat 4
Penny Fleeger, Councilwoman, Seat 5 (arrived at 6:00 p.m.)

STAFF PRESENT
Eddie Esch, City Manager
Dawn Bowne, City Clerk
Jan Smith, Finance Officer
Lt. Todd Spicher, MCSO
Lynn Wyland, Staff Assistant

STAFF ABSENT
Lt. Troy Slattery, Interim Fire Chief

LEGAL COUNSEL
Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION
Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, February 5, 2016.

Mayor Whitt called for public comments on agenda items only.
There were none.

CONSENT AGENDA:

1. City Council Workshop Minutes
   December 9, 2015

2. City Council Minutes
   January 11, 2016

3. Approve Proclamation #PRO2016-02, Engineers Week

4. Appoint William Maguire to an Unexpired Term as a 2nd Alternate of the Planning Commission Effective 2/8/2016; Term to Expire 10/11/2016

5. Re-Appoint Dane Myers to a Three-Year Term as a Regular Member of the Historic Board Effective 1/14/2016; Term to Expire 1/14/2019

6. Re-Appoint Linda Fernandez to a Three-Year Term as a Regular Member of the Historic Board Effective 1/14/2016; Term to Expire 1/14/2019

7. Re-Appoint Wilbur VanWyck to a Three-Year Term as a Regular Member of the Planning Commission Effective 1/14/2016; Term to Expire 1/14/2019

8. Authorize Staff to Apply for Grants for the 125th Anniversary Park and Authorize Mayor to Sign any Documents Required by Entities Authorizing Such Application

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

Councilman Dillon moved the consent agenda be approved as presented. Councilman Green seconded the motion and all were in favor. The vote was 3-0.

REGULAR AGENDA

AGENDA ITEM NO. 9 – SPECIAL PRESENTATION BY DUNNELLON CITY COUNCIL TO THE COMMUNITY THRIFT SHOP

Mayor Whitt presented a certificate of appreciation to Karen Keen and Beverly Carroll of the Dunnellon Community Thrift Shop, which he read:

"Presented to Dunnellon Community Thrift Shop. In recognition of and appreciation for your contribution to ensure the safety of our first responders & the general public. Dunnellon City Council and Dunnellon Volunteer Fire Rescue, Inc., February 8th, 2016."

AGENDA ITEM NO. 10 – PRESENTATION OF PROCLAMATION #PRO2016-02, ENGINEERS WEEK – AMBER GARTNER WITH FOREST CHAPTER OF THE FLORIDA ENGINEERING SOCIETY

Mayor Whitt read the following into the record:

"PROCLAMATION #PRO2016-02
National Engineers Week

WHEREAS, National Engineers Week, founded in 1951 by the National Society of Professional Engineers, is always celebrated at the time of George Washington's birthday in February because he was our first president and a military engineer; and

WHEREAS, Engineers use their scientific and technical skills to the advancement and betterment of human welfare; and

WHEREAS, Engineers are dedicated to ensuring a diverse, vigorous and well educated workforce by increasing interest in engineering and technology oriented careers; and

WHEREAS Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS National Engineers Week promotes the importance of high level of math, science and technology literacy, and motivates youth to pursue engineering careers; and

WHEREAS, the theme of National Engineers Week in 2016 is "Let's Make a Difference";

NOW THEREFORE, the City of Dunnellon, Florida, does hereby proclaim February 21-27, 2016, as

ENGINEERS WEEK

PASSED AND PROCLAIMED this 8th day of February 2016."

Amber Gartner, President of the Florida Engineering Society and an employee of Kimley-Horn, accepted the proclamation.

AGENDA ITEM NO. 11 – QUASI-JUDICIAL HEARING – APPLICATION #PZ1516-024 BY ROBERT JEWETT – ANGLER'S RESORT MOTEL FOR VARIANCE #VAR2016-01 LOCATED AT 12189 S. WILLIAMS STREET (Notification to Applicant and Adjacent Property Owners on 1/22/16)

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."

Mayor Whitt gaveled down and stated, "It is now 5:47 p.m. and I close the regular meeting and open the quasi-judicial hearing to discuss:

Application #PZ1516-024 for Variance #VAR2016-01 Approval, Notification to Applicant by Email and Mail and Adjacent Property Owners by Mail on 1/22/2016.

At the conclusion of this hearing, the City Council of the City of Dunnellon will make a decision whether or not to approve Variance #VAR2016-01 for Application #PZ1516-024.

All witnesses sworn in and all evidence presented under oath will be subject to cross-examination. All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by the board.

The applicant is seeking a variance for off-street parking for Angler's Resort Motel.

The Planning Commission heard this request on February 2, 2016 and found the application to be consistent with the Comprehensive Plan and recommended approval with provisions."

Mayor Whitt asked the City Attorney to swear in the witnesses.

Attorney Hand asked all who wish to present evidence to stand at the same time and he administered the oath.

Mayor Whitt asked Council members for any disclosure of contact, ex-parte communications or other evidence. Councilman Green and Mayor Whitt stated they had none. Councilman Dillon said he talked to Mr. Esch, Lonnie Smith, Attorney Cassady and the owners to better understand the request. Attorney Hand asked Councilman Dillon if any of the ex-parte communications would prejudice him in any way from making a fair and impartial decision based on what he hears tonight. Councilman Dillon replied no.

Mr. Smith reviewed the following staff report:

CITY OF DUNNELLON
STAFF REPORT

APPLICATION INFORMATION

DATE OF HEARING: February 2, 2016

REQUEST FOR APPROVAL OF: Variance from Off-Site Parking distance requirement

PUBLIC HEARING: Quasi-Judicial

PROJECT NAME: Angler's Resort Motel

PROJECT NUMBER: PZ1516-024 / VAR 2016-01

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

PROPERTY LOCATION:
Project Address(es):
12189 S. Williams Street
Dunnellon, FL 34432

Parcel ID Number(s):
34222-000-00

PARCEL SIZE: .92 Acres

EXISTING FUTURE LAND USE MAP: Commercial

EXISTING ZONING: B-3/B-6

EXISTING USE: Motel

STAFF EVALUATION AND FINDINGS

1. **REQUEST:**

- The Applicant seeks a variance from Article V Section 5.2(1) of the City Code to allow off-street parking on land greater than 300'(ft) from the plot.

2. **REVIEW REQUIREMENTS:**

Variances: In accordance with City Code Chapter 94, Article II, Section 94-37(11) the Planning Commission's powers and duties regarding requests for variances are as follows:

a. The commission may recommend to the city council approval of a request for a variance from the terms of the relevant ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of the ordinance would result in unnecessary and undue hardship. Hardship means an unreasonable burden that is unique to a parcel of property, such as peculiar physical characteristics. Economic problems may be considered but may not be the sole basis for finding the existence of a hardship.

b. In order to recommend a variance from the terms of the relevant ordinance, the commission must find that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

2. The special conditions and circumstances do not result from the actions of the applicant.

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by ordinance to other lands, buildings, or structures in the same zoning district.

4. Literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

6. The grant of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The applicant must meet all six (6) criteria above in order to be granted the variances sought.

3. BACKGROUND:

The Motel was built in 1957 and operated as a 9 unit motel for many years. The owner recently obtained a demolition permit from the City and did demolish the motel. Because the owner wishes to replace the motel with a structure of the same outer dimensions (footprint) as the existing building, an application for a site plan was submitted to the City. The Planning Commission approved the site plan with conditions on December 22, 2015. The new motel will be redesigned internally to allow for 12 sleeping rooms instead of 9.

The City Council held a public hearing on the site plan on January 11, 2016 and approved the site plan with conditions. To accommodate the existing business parking deficiency as well as the additional 3 spaces required for the new motel, one of the conditions imposed by the City Council was that the owner must seek off-street parking from a local property owner for an additional 26 spaces.

The owner has secured an agreement with a local business proprietor to provide the 26 spaces;[1] however, as shown on the map below, the location of the aforementioned spaces exceeds the distance limit set forth in Article V Section 5.2(1) of the City Code, which reads: "*The off-street parking facilities shall be provided on land within 300 feet of the plot.*"

The owner intends to shuttle the patrons to and from this off-site parking area as has been the practice from other public parking areas to date.

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.

5. REVIEW OF APPLICATION:

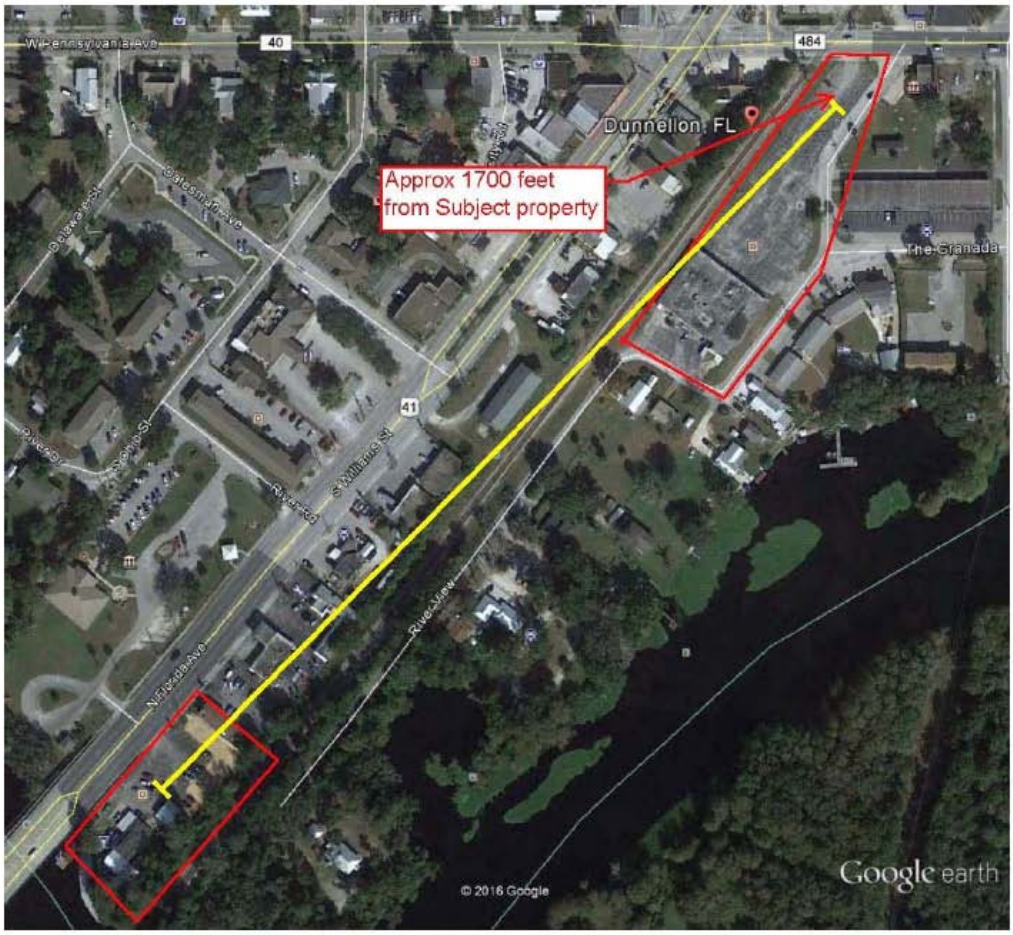
Relevant Sections of the Code

- *Land Development Code, Appendix A, Article V* ***Section 5.2(1)- Location, character and size***
  1) The off-street parking facilities required by this article shall be located on the same plot or parcel of land they are intended to serve, provided, however, when practical difficulties, as determined by the zoning director, prevent the establishment of such facilities on the same plot, ***the off-street parking facilities shall be provided on land within 300 feet of the plot.***

Applicant is seeking an allowance for greater than 300 feet for off-street parking as opposed to the required 300 foot maximum.

[1] Per the conditions set by City Council, the shared parking agreement must be approved in form and substance by the City Attorney and filed in public records. This has not yet occurred.

Map showing both locations and the approximate distance between the owner's business and the property which will accommodate 26 extra parking spaces:



- ***Section 5.4. - Combined off-street parking.***
  *Nothing in this article shall be construed to prevent collective provision for, or joint use of, off-street parking facilities for two or more buildings or uses by two or more owners or operators, **provided that the total of such parking spaces shall not be less than the sum of the requirements of the several individual uses computed separately in accordance with this article.***

Applicant has contracted with the owner of the local Bingo Hall to provide 26 parking spaces from his surplus.

6. FINDINGS OF FACT

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

Response: There are no available sites within 300 ft of the subject property which can accommodate the owner's 26 deficient off-street parking spaces. Without the variance, the subject property will incur a hardship, and the owner will be unable to continue his businesses on the property.

2. The special conditions and circumstances do not result from the actions of the applicant.

Response: The applicant's actions have not created the lack of suitable parking areas within 300 ft of the plot. The current businesses have previously been approved by the City.

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by ordinance to other lands, buildings, or structures in the same zoning district.

Response: The applicant will receive no special privileges as a result of granting the requested variance.

4. Literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.

Response: The applicant, without this variance, would be severely impacted financially and be unable to rebuild the motel that had existed in that location for over 58 years.

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Response: The variance requested is the minimum to allow the reasonable use of this property. There are no qualifying parking areas any closer to the subject property than the one contracted.

6. The grant of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response: The requested variance does not pose any injury to the area as the variance will help alleviate traffic congestion in the existing parking lot. The off-site location currently has excess parking available and therefore will not be negatively impacted by the additional parking activity. A well-established shuttle service will allow effective use of the parking facility and continue to protect the public welfare.

7. STAFF RECOMMENDATION:

Staff recommends the Planning Commission recommend City Council approve the requested variance as presented.

Granting the variance will not be inconsistent with the Comprehensive Plan.

6

Mr. Esch explained there is a difference in the development order and he wanted to explain the change to the members of the Planning Commission who are present at this meeting the change. He said there was an issue regarding a lease between Blue Gator and whomever

Mr. Jewett was going to lease the parking spaces from. He said when the Planning Commission approved the variance, the lease terms were part of the approval. He said in the development order, some lease terms have been altered/changed with additional provisions to add security and not burden or encumber the lessor's property. He stated it's different but serves the same purpose.

Mayor Whitt said it was edited to benefit the property owner so they are not encumbered in case there was a change in the property.

Councilman Dillon asked the owner, Mr. Jewett, if he was comfortable with the development order.

Mr. Jewett replied yes.

Councilman Dillon asked Attorney Hand when a building permit could be issued.

Attorney Hand replied the development order becomes a legal document upon approval.

Mayor Whitt asked if there was any further presentation by applicant. There was none.

Mayor Whitt called for presentation of evidence from the public. There was none.

Mayor Whitt gaveled down and said, "It is now 6:05 p.m. and I close the Quasi Judicial hearing held to discuss variance approval (#VAR2016-01) as part of Application PZ1516-024, and reopen the February 8th council meeting."

Councilwoman Fleeger arrived at the meeting approximately 6:00 p.m.

Attorney Hand asked Councilwoman Fleeger if she had any ex-parte communication. She stated she had none.

AGENDA ITEM NO. 12 – CONSIDERATION OF DEVELOPMENT ORDER #DOR2016-01, REQUEST FOR APPROVAL OF VARIANCE #VAR2016-01, ANGLER'S RESORT MOTEL APPLICATION PZ1516-024 12189 S. WILLIAMS ST

Councilman Dillon moved to approve the Development Order #DOR2016-01, request for approval of Variance #VAR2016-01 Angler's Resort Motel application PZ1516-024, 12189 S. Williams Street. Councilman Green seconded the motion.

Councilman Green discussed Item 18 on Page 3 of the Shared Parking Agreement.

Mr. Esch stated the Shared Parking Agreement is no longer valid. The development order provided an alternative method of addressing the off-site parking issue.

Attorney Hand explained the agreement was suggested by Attorney Cassady if the Development order was not written the way it is reads now. He said the Shared Parking Agreement is part of Council's packet, but is no longer relevant. Attorney Hand said it is not part of the Development order as written.

Councilman Dillon said he thinks the language is fine.

Mrs. Bowne explained the Council's backup documents. She said the documents in Tab 11 provided the history of what was submitted for the variance. The documents in Tab 12 are the decision making process.

Mayor Whitt asked if there was further discussion. There was none.

The vote was taken and all were in favor. The vote was 4-0.

The Development order was executed, notarized and a copy was provided to the owners to allow them to move forward with the building permit.

AGENDA ITEM NO. 13 – AGREEMENT #AGR2016-12 WITH GWP CONSTRUCTION, INC AND NOTICE TO PROCEED FOR CHOICE HOTEL WATER MAIN EXTENSION

Councilman Dillon moved the Mayor be authorized to sign Agreement #AGR2016-12 with GWP Construction, Inc. and Notice to Proceed for the Choice Hotel Water Main extension project. Councilman Green seconded the motion.

Council and staff engaged in brief discussion regarding the location of the water main extension.

The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 14 – STATEMENT OF NET POSITION – PRESENTATION OF FINANCIAL BALANCE SHEET – JAN SMITH

Mrs. Smith provided the following PowerPoint presentation:

CITY OF DUNNELLON, FLORIDA
STATEMENT OF NET POSITION
JANUARY 31, 2016
UNAUDITED

	General Fund	Tax Increment Financing District Fund	Total
Assets			
Cash and investments	$ 2,340,962	346,869	$ 2,687,831
Accounts Receivable-net	20,545		20,545
Other assets	100	-	100
Capital assets, tot being depreciated	3,210,071	-	3,210,071
Capital assets, being depreciated	4,177,011	-	4,177,011
Less accumulated depreciation	(2,929,251)	-	(2,929,251)
Total assets	6,819,438	346,869	7,166,307
Liabilities			
Accounts payable	2,709	-	2,709
Deferred revenue	612	-	612
Long-term liabilities:			
Due within one year	254,585	-	254,585
Due in more than one year	2,921,564	-	2,921,564
Total liabilities	3,179,470	-	3,179,470
Net Position			
Invested in capital assets, Net of related debt	4,457,831	-	4,457,831
Restricted for:			
Debt service	14,583	-	14,583
Infrastructure	56,247	-	56,247
Roads and streets	1,546,931	-	1,546,931
Public safety	65,313	-	65,313
Cemetery perpetual care	47,930	-	47,930
Tree Fund	373		373
Emergency reserve	2,597		2,597
Assigned for:			
Capital projects	156,748		156,748
Restricted		346,869	346,869
Unrestricted	(2,708,585)	-	(2,708,585)
Total Net Position	$ 3,639,968	$ 346,869	$ 3,986,837

CITY OF DUNNELLON, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JANUARY 31, 2016
UNAUDITED

	Business-Type Activities		
	Water Fund	Sewer Fund	Total
Assets			
Current Assets			
Cash and Investments	$ 253,004	$ 221,751	$ 474,755
Accounts Receivable-Net	(56,111)	103,661	47,550
Total Current Assets	196,893	325,412	522,305
Restricted Assets			
Cash:			
Utility Deposit Cash	124,114	-	124,114
Water capital improvement funds	3,792	-	3,792
Sewer capital improvement funds		42,628	42,628
Emergency reserve	4,184	2,667	6,851
Revenue bond proceeds	930,821	524,962	1,455,783
Debt Service - State Revolving Loan	-	33,893	33,893
Debt Service - Revenue Bonds	314,776	311,409	626,186
Total Restricted Assets	1,377,687	915,561	2,293,248
Utility Plant in Service			
Cost of Capital Assets	6,063,795	25,592,204	31,656,000
(Accumulated Depreciation)	(1,853,892)	(5,645,601)	(7,499,492)
Construction in Progress	86,000	102,747	188,747
Total Utility Plant in Service - Cost Less Depreciation	4,295,904	20,049,350	24,345,254
Deferred outflows of resources			
Bond Issuance Costs (Net of Amortization)	31,436	33,445	64,881
Total Assets	$ 5,901,919	$ 21,323,768	$ 27,225,688

CITY OF DUNNELLON, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
JANUARY 31, 2016
UNAUDITED

	Business-Type Activities		
	Water Fund	Sewer Fund	Total
Liabilities and Net Assets			
Current Liabilities, Unrestricted			
Payable from Current Assets:			
Accounts, Wages and Retainage Payable	$ (555)	-	$ (555)
Compensated Absences - Due Within One Year	49,996	57,659	107,655
Total Current Liabilities, Unrestricted	49,441	57,659	107,100
Current Liabilities, Restricted			
Payable from Restricted Assets:			
Customer Deposits	124,114	-	124,114
Revenue Bonds Payable - Due Within One Year	-	-	-
Total Current Liabilities, Restricted	124,114	-	124,114
Total Current Liabilities	173,555	57,659	231,214
Long-term Liabilities			
Revenue Bonds - Noncurrent Portion	5,815,490	6,496,185	12,311,675
State Revolving Loan	-	13,887	13,887
Settlement Payable	93,280	118,720	212,000
OPEB payable	5,520	5,520	11,041
Compensated Absences - Noncurrent Portion	26,921	31,047	57,968
Total Long-term Liabilities	5,941,211	6,665,359	12,606,570
Total Liabilities	6,114,767	6,723,018	12,837,784
Net Position			
Invested in Capital Assets, Net of Related Debt	248,305	19,082,133	19,330,438
Restricted for Debt Service	314,776	187,311	502,087
Restricted for bond financed capital projects	930,821	524,962	1,455,783
Unrestricted	(1,706,750)	(5,193,656)	(6,900,406)
Total Net Position (Deficit)	(212,848)	14,600,750	14,387,902
Total Liabilities and Net Position	$ 5,901,919	$ 21,323,768	$ 27,225,688

Council and staff engaged in lengthy discussion regarding the water/sewer fund and repayment of bond debt.

Councilman Dillon requested placing an item on the next workshop agenda to discuss the repayment of funds to the water/sewer fund and bond debt.

Councilman Green directed staff to provide Attorney Hand a copy of the note to review.

AGENDA ITEM NO. 15 – AMENDMENT TO AGREEMENT #AGR2012-68, RIO VISTA WASTEWATER DECOMMISSIONING

Councilman Green moved to authorize the Mayor to sign Amendment #3 to Agreement #AGR2012-68–FDEP Grant Agreement #SG420900. Councilman Dillon seconded the motion. Mayor Whitt called for discussion.

Mr. Esch explained this document represents the final closeout documents from FDEP for the Rio Vista Wastewater Decommissioning project. He said the project costs came in less than the grant amount of $938,206 and this amendment is adjusting the total cost of the project to $914,294. He stated FDEP requires the execution of this amendment to close out the grant.

The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 16 – FIRST READING OF ORDINANCE #ORD2016-02, MYERS REZONING #REZ2015-02, APPLICATION PZ1516-022, 20799 WALNUT ST.

Councilman Dillon moved Ordinance #ORD2016-02 be read by title only. Councilman Green seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"ORDINANCE #ORD2016-02

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL BUSINESS OFFICE (RBO) TO CENTRAL BUSINESS (B-3) OF THAT PARCEL (LOT 1846) COMPRISING .14 ACRES LOCATED AT THE NORTHEAST CORNER OF THE WALNUT STREET AND CEDAR STREET INTERSECTION; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-02 be approved. Councilman Green seconded the motion.

Mayor Whitt called for discussion.

Mrs. Bowne advised Council this is a Quasi-Judicial process. She said Council normally would wait to discuss details of case during the quasi-judicial hearing.

Attorney Hand stated Council can have discussion tonight, but they would be obligated to disclose in the ex-parte communication at the hearing.

Councilman Dillon recommended Planning Commission look at the uses and expanding them in the RBO district.

Council engaged in brief discussion.

The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 17 – APPROVE RESOLUTION #RES2016-04, SOUTH LEVY RECREATION AREA

Councilman Green moved Resolution #RES2016-04 be read by title only. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-04

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, SUPPORTING PROPOSALS FOR THE SOUTH LEVY RECREATIONAL AREA IMPROVEMENTS IN AND AROUND THE CROSS FLORIDA BARGE CANAL AND SURROUNDING REGIONS; RECOGNIZING THE RESULTING OPPORTUNITY FOR COOPERATION BETWEEN THE TOWN OF INGLIS, THE TOWN OF YANKEETOWN, LEVY COUNTY AND CITRUS COUNTY REGARDING THE SAME; APPROVING SUCH COOPERATION IN CONCEPT; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Resolution #RES2016-04 be approved. Councilman Green seconded the motion. Mayor Whitt called for discussion.

Councilman Dillon wanted to reiterate that this resolution does not encumber any funds from the City of Dunnellon.

Mayor Whitt stated this resolution only expresses Council's support and approval of the concept. He emphasized the coalition is not asking for funding; they want to include the City of Dunnellon only as a partnership.

The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 18 – APPROVE RESOLUTION #RES2016-05, SURPLUS PROPERTY

Councilman Dillon moved Resolution #RES2016-05 be read by title only. Councilman Green seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-05

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

Councilman Dillon moved Resolution #RES2016-05 be approved. Councilman Green seconded the motion. Mayor Whitt called for discussion. There was none.

The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 19 – COUNCIL LIAISON REPORTS AND COMMENTS

Councilman Dillon and staff engaged in discussion regarding the purchase of tires for the fire truck with donated funds. Mrs. Smith explained the finance/accounting process for this type of transaction.

Mayor Whitt stated he was approached by Marion County's TPO committee to serve as liaison for the City. Council and staff engaged in discussion regarding the procedure for appointing liaisons to different committees. Council agreed there is an urgency to address the liaison appointments, particularly the TDC, Chamber of Commerce and the BMAP. Council agreed to address these at the next workshop.

Councilman Green invited all to participate in the Friends of Dunnellon's annual clean-up project at the Community Civic Club Cemetery on February 20, 2016 from 9:00 a.m. to 1:00 p.m.

AGENDA ITEM NO. 20 – CITY MANAGER'S REPORT

Council and staff engaged in brief discussion regarding the following:

- Cemetery/Annexation
- Tour boat docked at Swampy's Restaurant
- Surplus refund
- FMIT-FLOC Annual audit
- Upcoming Charter amendments regarding Supervisor of Election.

Mr. Esch provided his report on the following:

- Special Planning Commission meeting on Friday, February 19, 2016, at 5:30, with a presentation provided by Ken Metcalf, Planning Consultant for the Comprehensive Plan
- Stakeholder meeting will be held on February 18, 2016 with Marion County School Board
- Police Chief interviews to be held on February 12th and 15th
- City Hall closing on March 2nd and 3rd for records management
- Lengthy call with Mr. Metcalf regarding annexation east of town near the airport

Council and staff engaged in brief discussion regarding the updating of the City's Fee Structure.

AGENDA ITEM NO. 21 –CITY ATTORNEY'S REPORT

Attorney Cassady stated the Oral Argument is scheduled for March 10, 2016 for the Rainbow River Ranch case.

AGENDA ITEM NO. 21 – ADJOURNMENT

At approximately 7:47 p.m. Councilman Dillon moved the February 8, 2016 City Council meeting be adjourned. Councilwoman Fleeger seconded. All members voted in favor. The motion passed 4-0.

Attest:

_____ _____

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

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CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING

DATE: February 17, 2016
TIME: Following the 4:00 p.m. Special Council Workshop
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE
Mayor Whitt called the meeting to order at approximately 5:48 p.m. and led the Council in the Pledge of Allegiance. A member of the audience provided the invocation.

ROLL CALL
The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Vacant, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Councilman, Seat 4
Penelope Fleeger, Councilwoman, Seat 5

STAFF PRESENT
Eddie Esch, City Manager
Dawn Bowne, City Clerk
Mandy Roberts, Assistant City Clerk

LEGAL COUNSEL
None

PROOF OF PUBLICATION
Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, February 5, 2016. Mrs. Bowne stated the agenda was amended on 2/15/16 to add applications to Item #1.

Mayor Whitt pointed out although it does not appear on her application, Council applicant Valerie Porter-Hanchar currently serves on the City's Citizen Advisory Task Force.

PUBLIC COMMENTS
Mrs. Virginia Saalman thanked everyone for the well wishes and concern for her ailing husband.

REGULAR AGENDA

AGENDA ITEM NO. 1 – REVIEW APPLICATIONS FOR APPOINTMENT TO CITY COUNCIL SEAT NUMBER TWO (2) PER CITY'S CHARTER (Amended to add applications)

Mayor Whitt stated he was impressed with all three applications. Councilmen Dillon and Green concurred.

Council discussed the backgrounds and qualifications of all three candidates and expressed a desire to appoint someone with a strong financial background.

Councilman Green moved to appoint Rick Hancock to City Council Seat #2 until the next regular or special election. The motion died for lack of a second.

Councilman Dillon moved to appoint Johanna Soldato to City Council Seat #2 until the next regular or special election. Councilwoman Fleeger seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 1(A) – WALK ON ITEM – MAYOR WHITT

Mayor Whitt encouraged the Council to authorize staff to prepare a special presentation recognizing Dunnellon High School Alumni and Super Bowl Champion, Lerentee McCray of the Denver Broncos, by providing him with a key to the City.

Councilman Green moved to authorize staff to prepare a key to the City for presentation to Dunnellon High School Alumni and Super Bowl Champion, Lerentee McCray of the Denver Broncos. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Councilman Green stated that there are plans for Lerentee to visit Dunnellon very soon, and he would keep the Council apprised of any new details.

AGENDA ITEM NO. 2 – ADJOURN

At approximately 6:05 p.m. Councilman Dillon moved the February 17, 2016 Special 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

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CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING

DATE: March 9, 2016
TIME: 5:15 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:22 p.m. and led the Council in the Pledge of Allegiance. Councilman Green stated Linda Robinson Stephens, a long-time resident passed away. Councilman Green and Councilman Dillon provided some history and background about Mrs. Stephens and her family. Marylin Welch provided the invocation.

ROLL CALL

The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Vacant, Vice-Mayor, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Councilman, Seat 4
Vacant, Seat 5

STAFF PRESENT

Eddie Esch, City Manager
Dawn Bowne, City Clerk
Jan Smith, Finance Officer
Chief Mike Mcquaig, Police Department
Lt. Todd Spicher, MCSO
Lt. Troy Slattery, Interim Fire Chief
Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, March 4, 2016.

PUBLIC COMMENTS

Mathew Baillargeon 22637 SW Surf Blvd., Ocala, welcomed Councilwoman Soldato and commended her for stepping up to fill this position.

Mr. Esch explained to those in attendance, that the microphone stand broke, but the microphone is on.

REGULAR AGENDA

AGENDA ITEM NO. 1 – OATH OF OFFICE

Mayor Whitt explained this is a brief meeting to give the "Oath of Office" to Johanna Soldato who will fill Seat 2, vacated by the resignation of Vice-Mayor Evans, until the next general election.

Ms. Soldato introduced her fiancé Mr. Maguire, who will administer the oath of office. Ms. Soldato repeated the Oath of Office before the general public, City Council, and the City Clerk as follows:

"I, Johanna Soldato, a citizen of the State of Florida and of the United States of America, being employed by and officer of the City of Dunnellon and a recipient of public funds as such employee and officer, do hereby solemnly swear or affirm that I will support the constitution of the United States and of the State of Florida."

Mayor Whitt thanked Councilwoman Soldato for her willingness to serve on the City Council.

AGENDA ITEM NO. 2 – APPOINTMENT TO CITY COUNCIL SEAT NUMBER FIVE (5) PER CITY'S CHARTER – COUNCILMAN DILLON

Councilman Dillon moved Rick Hancock be appointed to City Council Seat #5 until the next regular or special election. Councilman Green seconded the motion.

Council and staff engaged in brief discussion regarding administering the oath of office to Mr. Hancock.

Mrs. Bowne and Attorney Hand clarified the language in the City's Code as being at "the next regular Council meeting."

It was Council's consensus to move forward and administer the oath of office at the next regular meeting to be held on March 14, 2016

The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 3 – APPOINTMENT OF VICE-MAYOR – COUNCILMAN DILLON

Councilman Dillon moved Councilman Green be appointed as Vice-Mayor until November 2016. Councilwoman Soldato seconded the motion.

Councilman Dillon stated he has all the confidence in Councilman Green to hand this position.

Councilman Green thanked Councilman Dillon for his comments and said he would be honored to serve as the Vice-Mayor of his hometown.
The vote was taken and was 3-0, with Councilman Green abstaining.

Council and staff engaged in brief discussion whether Councilman Green was obligated to vote.

AGENDA ITEM NO. 4 – ADJOURN

At approximately 5:38 p.m. Councilman Dillon moved the March 9, 2016 Special City Council meeting be adjourned. Councilwoman Soldato seconded. All members voted in favor. The motion passed 4-0.

Mayor Whitt reopened the Special Council meeting at 5:47 p.m. to reconsider the motion for Item #3.

It was decided Councilman Green could vote in order to avoid the requirement to complete Form 8B, Memorandum Voting Conflict, since this is not a measurement that inures to his special private gain or loss.

Mayor Whitt asked Councilman Dillon and Councilwoman Soldato if their motion still stands regarding appointing Councilman Green as Vice-Mayor. Both replied yes. The vote was taken and all were in favor. The vote was 4-0.

At approximately 5:48 p.m., Councilman Dillon moved the March 9, 2016 Special City Council meeting be adjourned. Councilwoman Soldato seconded. All members voted in favor. The motion passed 4-0.

Attest:

_____ _____

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

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CITY OF DUNNELLON
CITY COUNCIL MEETING

DATE: March 14, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice-Mayor Green called the meeting to order at approximately 5:30 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt arrived and Vice-Mayor Green passed the gavel. Tom Welch provided the invocation.

ROLL CALL

The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Johanna Soldato, Councilwoman, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Vice-Mayor, Seat 4
Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Eddie Esch, City Manager
Dawn Bowne, City Clerk
Lonnie Smith, Community Development Director
Chief Mike McQuaig, Police Department
Mandy Roberts, Assistant City Clerk
Ken Metcalf, AICP, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

LEGAL COUNSEL

Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, March 11, 2016.

OATH OF OFFICE FOR SEAT 5 – RICHARD D. HANCOCK

Mrs. Bowne administered the oath of office to Mr. Hancock who will fill Seat #5, vacated by the resignation of Penelope Fleeger, until the next general election. Mr. Hancock repeated the Oath of Office before the general public, City Council, and the City Clerk as follows:

"I, Richard Hancock, a citizen of the State of Florida and of the United States of America, being employed by and officer of the City of Dunnellon and a recipient of public funds as

such employee and officer, do hereby solemnly swear or affirm that I will support the constitution of the United States and of the State of Florida."

Mayor Whitt thanked Councilman Hancock for his willingness to serve on the City Council.

CHAIRMAN'S COMMENTS REGARDING AGENDA:
Mayor Whitt asked to add an agenda item to discuss the property contiguous to the Chamber of Commerce, and authorize staff to negotiate with the property owner.

PUBLIC COMMENTS:
No comments were received from the public.

Councilman Dillon thanked the prayer group that meets on Mondays. He said he feels they have had a positive effect on what is happening in the City. He also thanked Vice-Mayor Green for re-instilling in him what it means to be a citizen of Dunnellon and what it means to be a part of this great community. Councilman Dillon said he truly respects his sense of community and he appreciates all of the work that Vice-Mayor Green has done.

CONSENT AGENDA:

1. City Council Workshop Minutes
   January 6, 2016
   February 3, 2016

2. City Council Minutes
   December 14, 2015

3. Approved Proclamation #PRO2016-03, Dunnellon High School Student Support Foundation Club

4. Approve Proclamation #PRO2016-04, Declaring Boomtown Days

5. Appoint Councilwoman Soldato as Finance Liaison to Work with Staff on Financial Matters of the City and Gather Information in Order to Hold Public Information Workshops and Make Recommendations to Council

6. Authorize Mayor to Sign Voluntary Cooperation/Operational Assistance Agreement #AGR2016-15 with Citrus County Sheriff's Office

7. Authorize Staff to Purchase 6 New Computer Workstations Via State Contract in the Amount of $6,720.78

8. Waive Open Container Ordinance 99-08, Specifically Sec. 6-4 of the City's Code, During the Hours of 10 A.M. to 9 P.M. on April 16, 2016 for Special Event

Application PZ1516-043 Boomtown Days, Restricted to Those Areas as Depicted on Event Map and Contingent Upon Placement of Appropriate Signage and Barricades

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

Councilman Dillon moved the consent agenda be approved as presented. Vice-Mayor Green seconded the motion and all were in favor. The vote was 5-0.

REGULAR AGENDA

AGENDA ITEM NO. 9 – PRESENTATION OF PROCLAMATION #PRO2016-03, DUNNELLON

Mayor Whitt read the following proclamation and presented the same to faculty members and students of Dunnellon High School.

"PROCLAMATION #PRO2016-03, DUNNELLON HIGH SCHOOL
STUDENT SUPPORT FOUNDATION

WHEREAS, In 2003 the first Student Support Foundation (SSF) club was opened at Olympia High School in Orlando, Florida. The Student Support Foundation operates as a youth philanthropy club in high schools and universities; and

WHEREAS, the club must decide what the need is in their own school community. They are responsible for creating and following their own bylaws and must decide on three main areas of funding. Once funding is received from the Morgridge Family Foundation, it is the club members' and sponsors' responsibility to receive grant requests from clubs, individuals, teachers and school staff. The club must decide whether the grant request meets their funding focus and decide if the grant should be funded. Each club is 100% responsible for their own grants, correspondence and meetings. Each club is expected to keep a detailed budget and not distribute more than what is in the SSF checking account. Each club is expected to fundraise at least $250.00 annually in addition to the annual $4,000 contribution from the Morgridge Family Foundation; and

WHEREAS, Dunnellon High School Intensive Reading and AP World History Teacher and DHS Golden Apple Teacher of the Year, Barry Carrus discovered the SSF opportunity provided by Ms. Carrie Morgridge, President of the Student Support Foundation, who is dedicated to advancing education in the U.S.; and

WHEREAS, after a phone interview with Ms. Morgridge herself, Dunnellon High School became one of only 11 high schools in the nation to be awarded an SSF chapter designation and a $4,000 grant to carry out the Association's mission; and

WHEREAS, the Dunnellon City Council would like to sincerely thank and acknowledge Sponsor and Co-Sponsor Barry Carrus and Kim Williams, and the following students for their devotion to this foundation: Tiana Banda, Shemar Davenport, Joseph Dolloff, Brandie Kirkwood, Darby Langworthy, Michael Nelson, Quinnan Piestrup, Cameron Pike, Taylor Powell, Luis Quijano, Rebecca Ray, Nelmarie Santiago, Claire Sensibaugh, Kaylah Starks, Savannah Thompson and Cheyenne Youngblood.

NOW, THEREFORE, be it proclaimed that the Dunnellon City Council recognizes the Dunnellon High School Student Support Foundation and sponsors for their commitment to this program, their school and an impressive allegiance to an elevated level of education.

PASSED and PROCLAIMED this 14th day of March 2016."

AGENDA ITEM NO. 10 – SPECIAL PRESENTATION BY CHAMBER OF COMMERCE – PENNY LOFTON

Penny Lofton discussed the sponsored median decorations that have centered on the past several holidays. She said these projects have raised funds to benefit the 125 Anniversary Park. Mrs. Lofton presented the City Council with a check for $445.00.

AGENDA ITEM NO. 11 – PUBLIC HEARING ORDINANCE #ORD2016-01, AMENDMENTS TO THE ZONING CODE – ALLOWING CHICKENS TO BE KEPT IN RESIDENTIAL AREAS (Advertised on the City Website on 2/16/2016 and in the Riverland News on 3/3/2016 and in the Ocala Star Banner on 3/3/2016)

Mayor Whitt gaveled down and stated, "It is now 5:48 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-01, Amendments to the Zoning Code allowing chickens to be kept in residential areas. Advertised on the City Website on 2/16/2016 and in the Riverland News on 3/3/2016 and in the Ocala Star Banner on 3/3/2016.

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 called for staff presentation.

Mr. Esch stated the proposed ordinance was drafted at the request of Vice-Mayor Green, allowing residents to keep up to 6 hens in residential areas.

Mayor Whitt pointed out that this has been reviewed by the Planning Commission. He then called for public comments. There were none.

Mayor Whitt gaveled down and said, "It is now 5:50 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-01 and reopen the March 14th Council meeting."

AGENDA ITEM NO. 12 – FIRST READING OF ORDINANCE #ORD2016-01, AMENDMENTS TO THE ZONING CODE (Allowing Chickens to be Kept in Residential Areas)

Councilman Dillon moved Ordinance #ORD2016-01 be read by title only. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following into the record:

"ORDINANCE #ORD2016-01

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE DUNNELLON CITY CODE, CHAPTER 14, "ANIMALS," TO ALLOW CHICKENS TO BE KEPT ON LOTS OR PARCELS WITH SINGLE FAMILY RESIDENTIAL ZONING DESIGNATIONS; AMENDING SECTIONS 7.1 AND 7.2 OF THE ZONING CODE TO ALLOW CHICKEN-KEEPING AS AN ACCESSORY USE IN CERTAIN RESIDENTIAL DISTRICTS AND DEFINING CHICKEN-KEEPING; PROVIDING SPECIFIC CRITERIA FOR CHICKEN-KEEPING; AMENDING VARIOUS SECTIONS OF THE CODE AND ZONING CODE TO BE CONSISTENT WITH THE INTENT AND PURPOSE OF THIS ORDINANCE; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE."

Councilman Dillon moved Ordinance #ORD2016-01 be approved. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 13 – PUBLIC HEARING ORDINANCE #ORD2016-03, EAR BASED COMPREHENSIVE PLAN AMENDMENT – TRANSMITTAL #CPA2016-01 (Advertised on the City Website on 3/4/2016 and in the Ocala Star Banner on 3/4/2016)

Mayor Whitt gaveled down and stated, “It is now 5:55 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-03, Ear Based Comprehensive Plan Amendment–Transmittal #CPA2016-01. Advertised on the City Website on 3/4/2016 and in the Ocala Star Banner on 3/4/2016.

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 called for staff presentation.

Mr. Esch explained the City received a Technical Assistance Grant from the Department of Economic Opportunity (DEO) to fund this project. He noted a deadline was missed in December which tightens the timeline for submission. He further explained the City is prohibited from adopting other types of plan amendments until such time as the City adopts the required evaluation-based plan amendments. Mr. Esch called upon Mr. Ken Metcalf to make a presentation.

Mr. Metcalf handed out a flowchart (attached hereto and made a part of these minutes) illustrating the planning process which began in September 2015, as required by DEO Grant #2015-22 and Section 163.3184, Florida Statutes. He explained the first goal in this process was to perform an administrative exercise to consolidate the comprehensive plan amendments into a single binder, referred to as The Consolidated Plan.

Mr. Metcalf explained the Statute requires that the City evaluate whether comprehensive plan amendments are necessary, approximately every seven years, in response to changes in state laws. He stated the City submitted an Evaluation & Appraisal Letter (EAL), dated November 19, 2014 to DEO, which specified the types of plan amendments that should be adopted, typically referred to as "evaluation-based" amendments. He further explained the Statute requires the City to adopt evaluation-based comprehensive plan amendments within

one year of submitting the EAL, but due to the grant schedule, this was not possible and resulted in a prohibition of the adoption of other types of plan amendments.

Mr. Metcalf reviewed the proposed amendments and explained this is a transmittal only to the State. He explained once reply is received from the State, the City has six months to modify and adopt the amendments.

Mr. Metcalf handed out an Errata Sheet (attached hereto and made a part of these minutes) outlining corrections to the proposed amendments. He also reviewed the executive summary dated March 1, 2016. There was much discussion about the Aquifer Protection and Aquifer Recharge Elements with regard to fertilizer sales and use.

Councilman Dillon stated he feels that to "discourage" rather than "prohibit" is unenforceable. Mr. Metcalf explained that there is a conflict between Policy 2.4 in the Conservation Element and Policy 2.1 of the Aquifer Protection Element. He stated the proposed change is to make the policies consistent with one another.

Mr. Esch further explained he recalls Attorney Cassady stating that the City could not use the word "prohibit" in these sections. Attorney Hand stated he is unsure why Attorney Cassady would make that statement unless it would make the policy inconsistent with State law. He stated he would research further. Planning Commission Chair Brenda D'Arville concurred, and stated she believes it is prohibited by the Commerce Act.

Mayor Whitt stated he understands Councilman Dillon's concern, but he felt that "prohibit" was a very strong term, but he would lean toward the term "prohibit."

Councilman Hancock asked if we could submit the document with the word "prohibit" and ask the State to comment. Mr. Metcalf explained the State would probably not comment, unless specifically asked to.

Mary Ann Hilton pointed out that most certified professional lawn and landscaping services follow the local laws and guidelines.

Vice-Mayor Green discussed whether or not the City would be able to fund an educational program to "discourage" the sale and use. However, he felt that proper notice to the public is important if we use the word "prohibit."

After much discussion and review, the consensus of the Council was to keep the word "prohibit" rather than "discourage" regarding the sale and use of fast release pesticides and fertilizers within the city limits. Mayor Whitt stated that a motion could be made outside of the public hearing to amend this language.

There was also much discussion about restricted land use activities in certain areas. Vice-Mayor Green discussed drive-up facilities.

Councilman Dillon asked specifically if the transmittal document could be amended to exempt lots of record.

Mr. Metcalf explained the report is evaluation-based only, but lots of record are fairly standard in comprehensive plans. There was discussion with regard to amending the transmittal letter.

Councilman Hancock asked for further clarification on the process, and whether or not the same information was presented to the Planning Commission. Mr. Metcalf stated it was, and then some. He reviewed the timeline and flowchart.

Councilman Hancock asked if the Planning Commission voted unanimously on the proposed amendments. Chairwoman Brenda D'Arville stated no; the vote was 4-1.

Mayor Whitt called for public comments.

Louise Kenny, 19970 Ibis Court, said she felt there was little opportunity for the public to participate in this process, and this item should have not been placed on an agenda with 25 other items.

Councilman Hancock stated he feels more involvement and participation is necessary.

Planning Commission member Mary Ann Hilton stated she was the one dissenting vote on the Planning Commission when the vote was taken to move the proposed amendments forward to the City Council for review and consideration. She explained she is not sure of what is being transmitted and it has been very confusing. She said she believes there are other changes outside of the EAR requirements.

There was discussion with regard to the Planning Commission holding more than one meeting per month.

After all public comments were heard, Mayor Whitt gaveled down and said, "It is now 8:55 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-03 and reopen the March 14th Council meeting."

AGENDA ITEM NO. 14 – FIRST READING ORDINANCE #ORD2016-03, EAR BASED COMPREHENSIVE PLAN AMENDMENT – TRANSMITTAL #CPA2016-01

Councilman Dillon made a motion to add lots of record to the EAL for transmittal. Councilman Hancock seconded the motion and all were in favor. The vote was 5-0.

Councilman Dillon moved Ordinance #ORD2016-03 be read by title only. Councilwoman Soldato 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 #ORD2016-03

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

Councilman Dillon moved Ordinance #ORD2016-03 be approved. Councilwoman Soldato seconded the motion. Mayor Whitt called for discussion.

Councilman Dillon stated he is comfortable sending this very basic information to the State, knowing that there will be sufficient time to review and amend as necessary over the next six months. Councilman Hancock concurred.

Mayor Whitt applauded Mr. Metcalf on his efforts and a very through presentation.

Mayor Whitt called for a vote. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 15 – QUASI-JUDICIAL HEARING – REZONING APPLICATION #REZ2015-02, #ORD2016-02, 20799 WALNUT ST – MYERS (Advertised on the City Website on 2/4/2016 and in the Riverland News on 3/3/2016)

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 9:00 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-02, Rezoning #REZ2015-02 requested by Nancy Myers, 20799 Walnut Street, Dunnellon, Florida. Advertised in the Riverland News on 3/3/2016 and on the City's website on 2/4/2016.

At the conclusion of this hearing, the City Council of the City of Dunnellon will make a decision whether or not to approve Ordinance #ORD2016-02, Rezoning #REZ2015-02.

All witnesses sworn in and all evidence presented under oath will be subject to cross-examination. All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by the board.

The applicants are seeking to rezone parcel number 3380-1844-00 from RBO Residential Business Office to B-3 Central Business District."

Mayor Whitt asked the City Attorney to swear in the witnesses.

Attorney Hand asked all who wish to present evidence to stand at the same time and he administered the oath.

Mayor Whitt asked Council members for any disclosure of contact, ex-parte communications or other evidence. Each Council member replied they had none.

Mayor Whitt called for staff presentation.

Mr. Smith reviewed the staff report. He explained the applicant has applied for the 0.14 acre property to be rezoned from Residential Business Office (RBO) to Central Business (B3). He stated the parcel currently has split zoning condition and the property owner would like to open a small Deli/Bakery in the location to support the existing business patrons as well the general public.

Mr. Smith reported the proposed B-3 zoning is consistent with the surrounding properties in the area. He explained the adjacent properties are either B-3 or RBO and there are many similar small businesses in the local vicinity. He also stated the land use is consistent with the zoning, and approval was recommended by the Planning Commission.

Mayor Whitt called upon the applicant for comment or presentation. There was no applicant comment or presentation.

Mayor Whitt called for presentation of evidence from the public. There was none.

Mayor Whitt gaveled down and said, "It is now 9:10 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-02 and reopen the March 14th Council meeting."

Councilman Dillon state he feels the Council should support this type of business in the Historic District.

Councilman Hancock said he feels the establishment fits the character of the neighborhood.

Vice-Mayor Green said he looks forward to dining at the establishment.

AGENDA ITEM NO. 16 – CONSIDERATION OF REZONING APPLICATION #REZ2015-02, 2ND AND FINAL READING OF ORDINANCE #ORD2016-02, REZONING OF 20799 WALNUT ST.

Vice-Mayor Green moved Ordinance #ORD2016-02 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 #ORD2016-02

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL BUSINESS OFFICE (RBO) TO CENTRAL BUSINESS (B-3) OF THAT PARCEL (LOT 1846) COMPRISING .14 ACRES LOCATED AT THE NORTHEAST CORNER OF THE WALNUT STREET AND CEDAR STREET INTERSECTION; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; AND PROVIDING AN EFFECTIVE DATE."

Vice-Mayor Green moved Ordinance #ORD2016-02 be approved. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 17 – QUASI-JUDICIAL HEARING – APPLICATION #PZ1516-028 BY ROBERT ZIEGENFUSS. DUNNELLON REAL ESTATE, LLC FOR VARIANCE #VAR2016-02 LOCATED AT 11191 N. WILLIAMS ST. (Notification to Applicant and Adjacent Property Owners on 2/24/2016)

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 said, "It is now 9:14 p.m. and I close the regular meeting and open the quasi judicial hearing to discuss:

Application #PZ1516-028 for Variance #VAR2016-02 Approval. Notification To Applicant By Email And Mail And Adjacent Property Owners By Mail On 2/24/2016.

At the conclusion of this hearing, the City Council of the City of Dunnellon will make a decision whether or not to approve Variance #VAR2016-02 for Application #PZ1516-028.

All witnesses sworn in and all evidence presented under oath will be subject to cross-examination. All persons presenting evidence will state their name and residence address for the record. All documentary evidence will be marked as an exhibit and maintained as a part of the record if accepted by the board."

Mayor Whitt stated, "The applicant is seeking a variance for Landscape Buffer at 11191 N. Williams Street. The Planning Commission heard this request 2/16/2016 and found the application to be consistent with the Comprehensive Plan and recommended approval with provisions."

Attorney Hand asked all who wish to present evidence to stand at the same time and he administered the oath.

Mayor Whitt asked Council members for any disclosure of contact, ex-parte communications or other evidence. Each Council member replied they had none.

Mayor Whitt called for staff presentation.

Mr. Smith reviewed the staff report. He explained the subject property was originally used for a Checkers restaurant and in 2002 a car wash was built on the adjacent property 33639-006-01. The two parcels have been purchased and a new Wendy's restaurant is being proposed for the combined site. The applicant submitted a conceptual site plan for an initial feasibility determination. A pre-application meeting was conducted and in that meeting it

was determined that a landscape buffer variance would be needed in order to move the project forward.

Mr. Smith stated the applicant is seeking a variance from Section 74-108(4)a of the City Code and Section 9.3-1(a)1 of the City Land Development Regulations to allow an East 7'(ft), South 12.5' (ft), North 12.5 (ft), and West 25' (ft) landscape buffer rather than the 25' perimeter buffer that is required.

Mr. Smith stated the Planning Commission has recommended that City Council approve the landscape buffer variance as presented.

Mayor Whitt called upon the applicant for presentation.

Mr. Bob Ziegenfuss, Engineer for the project, explained in an effort to comply with the City's zoning codes and maintain the 25ft buffer, they have actually downsized the building and opted for a smaller Wendy's prototype to be constructed on the property. He stated it will be a beautiful building.

Mayor Whitt called for presentation of evidence from the public.

Linda Fernandez, 12499 N. Water Way, stated she has been the registered owner/broker of Dunnellon Real Estate for over 30 years in the State of Florida and no other entity should be using that name. Mr. Ziegenfuss stated he would be sure to report this to the developer.

Mayor Whitt gaveled down and stated, "It is now 9:29 p.m. and I close the Quasi-Judicial hearing held to discuss variance approval (#VAR2016-02) as part of Application PZ1516-028, and reopen the March 14th council meeting."

AGENDA ITEM NO. 18 – CONSIDERATION OF DEVELOPMENT ORDER #DOR2016-02, REQUEST FOR APPROVAL OF LANDSCAPE BUFFER VARIANCE #VAR2016-02 ROBERT ZIEGENFUSS, DUNNELLON REAL ESTATE FOR APPLICATION #PZ1516-028 11191 N. WILLIAMS ST

Vice-Mayor Green moved Development Order #DOR-02 be approved. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 19 – RESOLUTION #RES2016-10 ELECTRONIC FILING FOR CAMPAIGN FINANCE REPORTS

Vice-Mayor Green moved Resolution #RES2016-10 be read by title only. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-10

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, IMPLEMENTING THE PROVISIONS OF SECTION 106.07(2)(a)2.,FLORIDA STATUTES, REQUIRING ELECTRONIC FILING OFCAMPAIGN FINANCE REPORTS OF LOCAL CANDIDATES ANDPOLITICAL COMMITTEES; ESTABLISHING AN ELECTRONIC FILING SYSTEM AND REQUIRING A WRITTEN ACKNOWLEDGEMENT REGARDING CERTAIN MATTERS PERTAINING TO THE ELECTRONIC FILING SYSTEM AND PROVIDING FOR EFFECTIVE DATE."

Councilman Dillon moved Resolution #RES2016-10 be approved. Councilwoman Soldato seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 20 – FIRST READING OF ORDINANCE #ORD2016-04, AMENDMENT TO SECTION 39 OF CITY'S CHARTER NEEDED TO COMPLY WITH FEDERAL REQUIREMENTS FOR MAILING OF OVERSEAS BALLOTS

Councilman Dillon moved Ordinance #ORD2016-04 be read by title only. Councilwoman Soldato 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 #ORD2016-04

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON A PROPOSED AMENDMENT TO SECTION 39 OF THE CITY CHARTER CHANGING THE DAY AND MONTH OF A RUN-OFF ELECTION IN THE EVENT OF A TIE VOTE TO BE CONSISTENT WITH FEDERAL LAW; PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE."

Councilman Dillon moved Ordinance #ORD2016-04 be approved. Councilwoman Soldato seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 21 – LOTS OF RECORD

A motion was made and a vote was taken on this Agenda Item under Agenda Item #14 as follows: Councilman Dillon made a motion to add lots of record to the EAL for transmittal. Councilman Hancock seconded the motion and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 22 – CITY COUNCIL LIAISON ASSIGNMENTS

TPO Liaison Assignment – Vice-Mayor Green made a motion to appoint Councilwoman Soldato as liaison to the Marion County TPO. Councilman Dillon seconded the motion and all were in favor. The vote was 5-0.

TDC Liaison Assignment – Mayor Whitt made a motion to appoint himself as liaison to the Marion County TDC. Councilman Dillon seconded the motion and all were in favor. The vote was 5-0.

Councilwoman Soldato volunteered to serve as liaison to the Chamber of Commerce.

Vice-Mayor Green stated he would continue to serve as the liaison to the DBA and Chatmire.

Councilman Hancock volunteered to serve as the liaison to the SWFWMD and the UAB.

Mayor Whitt made a motion to authorize staff to work with Shay and Vaughn Woodside on the potential purchase of the property contiguous to the old water tower property that could potentially become a parking lot. Councilman Dillon seconded the motion and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 23 – COUNCIL REPORTS AND COMMENTS

Mr. Burt Eno provided an update on the RRR Case.

AGENDA ITEM NO. 24 – CITY MANAGER'S REPORT

Mr. Esch provided his report.

AGENDA ITEM NO. 25 –CITY ATTORNEY'S REPORT

Attorney Hand stated he has nothing to report.

AGENDA ITEM NO. 26 – ADJOURNMENT

At approximately 9:50 p.m. Councilman Dillon moved the March 14, 2016 City Council meeting be adjourned. Vice-Mayor Green seconded. All members voted in favor. The motion passed 5-0.

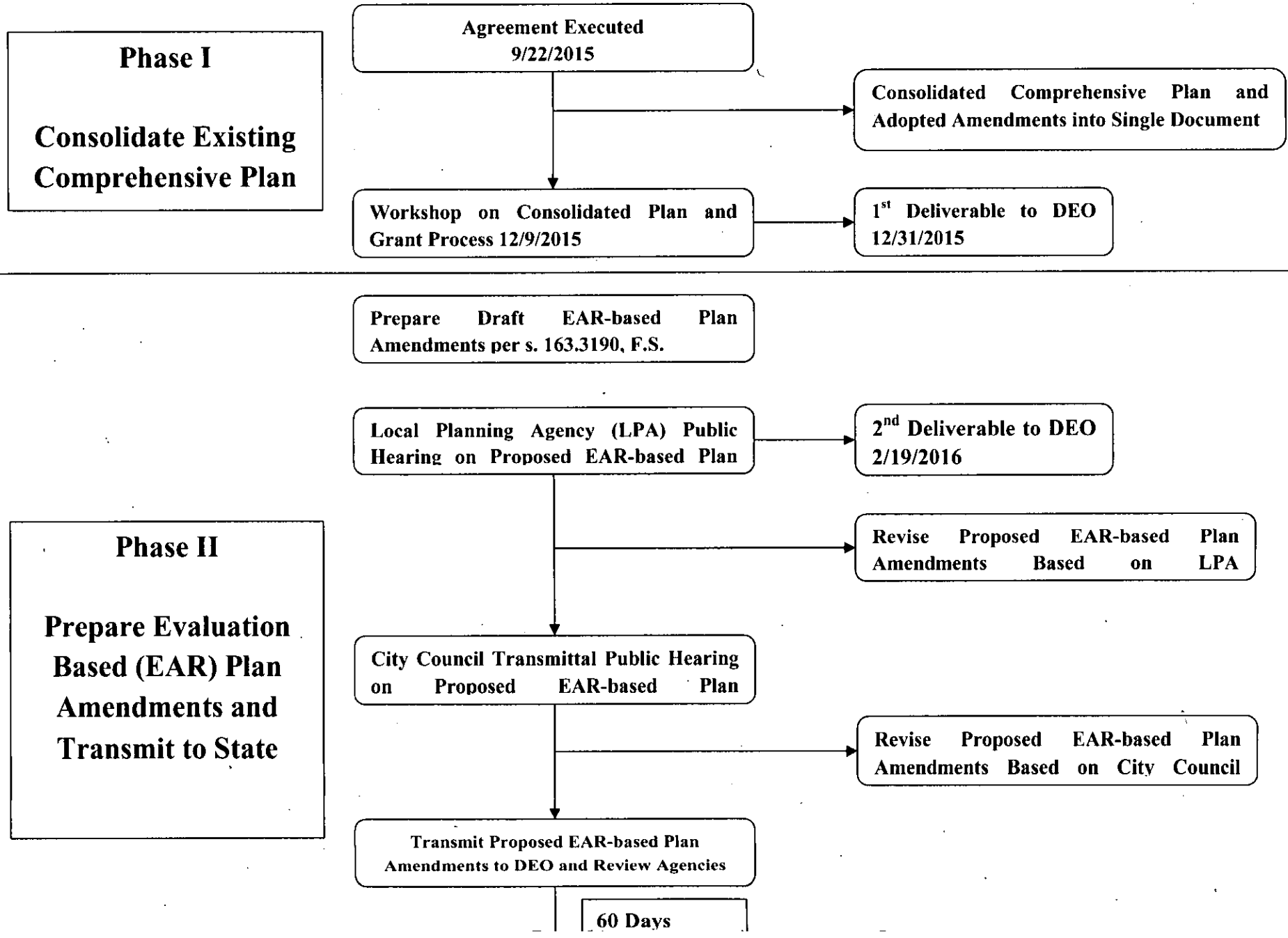
Attest:

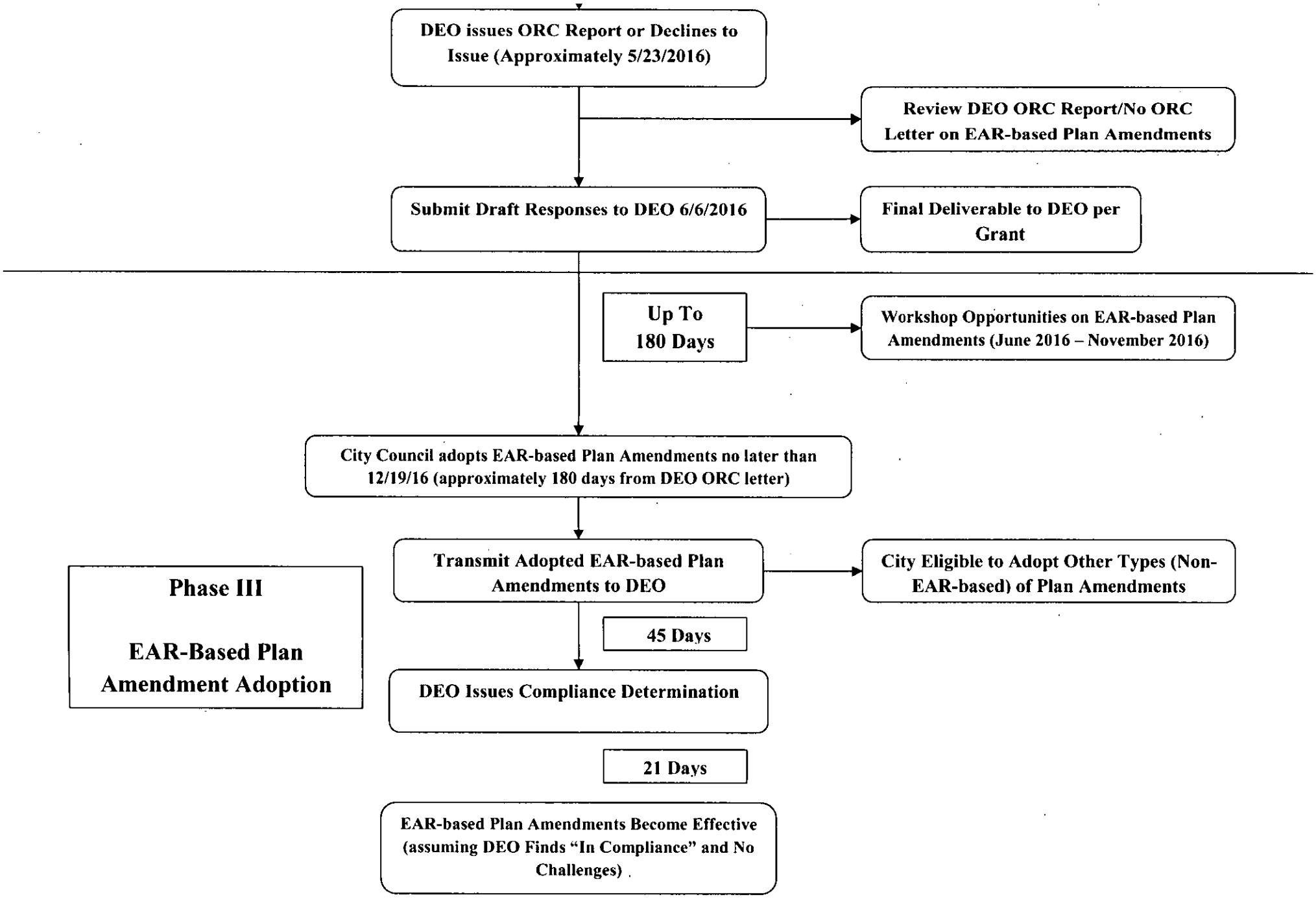
_____ _____

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

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





#4822715 v2

Provided to Council by Ken Metcalf during 3/14/2016 Council meeting

Errata Sheet

The Volume II proposed amendments shall be revised to include the following corrections:

1. Change Policy 1.4.D. to 1.4.C.8 in the Future Land Use Element and re-letter the remaining sub-policies.
2. Change Policy 1.10.A. to change Parcel Identification No. "33757-003-09" to "33757-003-08" in the Future Land Use Element
3. Change Policy 7.2.D to change "September 2, 2003" to "January, 2009" in the Conservation Element.
4. Change language in Policy 2.1.D from "a state or federal agency" to "the applicable state or federal agency" in the Conservation Element.
5. Change Policy 2.1 in the Aquifer Protection Element to "The City will discourage the sale and use of fast release pesticides and fertilizers within city limits through educational programs."

   Note: Policy 2.4 in the Conservation Element was not changed by the 2015 Amendment and is not consistent with Policy 2.1 of the Aquifer Protection Element. The following amendment is recommended to make this policy consistent with Policy 2.1:

   > "The City ~~shall prohibit~~ will discourage the sale and use of fast release pesticides and fertilizers within ~~the~~ city limits through educational programs."

6. Change Policy 2.2 in the Aquifer Protection Element to "The City should provide funding for programs which assist in educating residents about proper use of fertilizers and irrigation practices."

7. Include the following insertion in the Aquifer Recharge Element and renumber accordingly:

   "Objective 3.0:

   Restrict land use activities that have the potential to pollute public water supply facilities and/or the Floridan Aquifer.

   Policy 3.1

   Control point sources of groundwater pollution by implementing land development regulations to restrict any land use that will diminish groundwater quality and quantity. The following land uses shall be regulated to reduce potential impacts:

   A. Vehicle sales, repair, rental, storage, or maintenance;
   B. Hazardous waste facilities;
   C. Buildings larger than 80,000 sq. ft.;
   D. Drive-up facilities;
   E. RV Parks"

Provided to Council by Ken Metcalf during 3/14/2016 meeting.

PROCLAMATION #PRO2016-05

NATIONAL DAY OF PRAYER

WHEREAS, prayer to the Almighty God is regarded by millions as the most important utterance of mankind for its benefit; and

WHEREAS, our nation was founded by single-minded men and women seeking wisdom and guidance through prayer to the God who has ears to hear; and

WHEREAS, prayer has aided us in all times where support and guidance was needed; and

WHEREAS, it is fitting that we should give thanks for the freedom and prosperity which our nation and state enjoys and to pray for the continued guidance and comfort which God has graciously bestowed upon this nation since its inception; and

WHEREAS, the Day of Prayer is a time set aside for Americans to pray to their heavenly Father and to reaffirm the spiritual principles upon which our nation was founded; and

WHEREAS, the State of Florida and the United States of America can and will benefit from prayer by its faithful and prayerful residents; and

WHEREAS, this year's theme is, "**Wake Up America"**, emphasizing the need for individuals, corporately and individually, to return to the God of Fathers in reverence for His Holy Name. To further highlight the theme, Isaiah 58:1a has been chosen as the scripture for this year: **"Shout it aloud, do not hold back. Raise your voice like a trumpet;"** and

WHEREAS, across our land on May 5th Americans will unite at specific times in prayer for our nation and state to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate renewal of moral values and to invoke God's blessings upon our leaders.

NOW, THEREFORE, be it proclaimed the City Council of the City of Dunnellon, Florida, does hereby recognize May 5, 2016 as the

"NATIONAL DAY OF PRAYER"

and urges all citizens in Marion County to pray with diligence and obedience and seek the face of Almighty God to direct our paths in the days and years ahead.

PASSED and PROCLAIMED this 11th day of April 2016.

DUNNELLON CITY COUNCIL

_____
NATHAN WHITT, Mayor

_____
WALTER GREEN, Vice-Mayor

_____
CHARLES J. DILLON III, Councilman

_____
JOHANNA SOLDATO, Councilwoman

_____
RICHARD HANCOCK, Councilman

ATTEST:

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

The City of Dunnellon

Office of the Mayor

A Proclamation

PRO2016-06

WHEREAS, 2016 marks the 194th anniversary of Arbor Day and;

WHEREAS, trees are among Florida and more particularly the City of Dunnellon's most beautiful natural resources, and bestow fine opportunities for aesthetic appreciation and recreation as well as improvements for our homes and communities, and are indispensable to our ecology as providers of wildlife habitat, erosion control, air filters, and noise inhibitors and;

WHEREAS, the demands on our environment and on our environmental resources necessitate an increased awareness of ecological values, as well as individual commitment to the study and appreciation of trees and their maintenance;

NOW, THEREFORE, I, Nathan Whitt, Mayor of the City of Dunnellon, in the State of Florida, do hereby proclaim:

FRIDAY, APRIL 29, 2015 as

ARBOR DAY

In the City of Dunnellon, State of Florida, and I commend this observance to all citizens.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dunnellon, State of Florida to be affixed. Done at City Hall this _____ day of April in the year Two Thousand and Fifteen

Affix Seal Here

_____

Dawn M. Bowne, M.M.C.
City Clerk, City of Dunnellon
State of Florida

_____

Nathan Whitt, Mayor
City of Dunnellon
State of Florida

Meeting Date: Apr 6, 2016	***Official Use Only***
From (Dept.): COMMUNITY DEV	Reviewed by City Attorney:
Signature: Department Director	Council Action:
Approved for Agenda: City Manager	Date:

Subject: TREE BOARD APPOINTMENTS

Request for Approval:

Summary Explanation and Background:

The Tree Board has vacancies due to expired terms. One application was submitted. Please see the attached appointment worksheet. Recommend moving the current 1st Alternate to full member and the new applicant to serve in the 1st Alternate position. Further certifying that the 2nd Alternate position on the Tree Board remains vacant.

Fiscal Information:

____ - ____ ____ ____ - ____ ____ - ____

Project No. (If applicable)

Amount:

Procurement Method:

Purchase Requisition Number:

Recommended Action: Recommend approval as submitted.

Initiated by: tam / ____

Revision: Mar 24, 2015

TREE BOARD
APPOINTMENT WORKSHEET

Council Workshop Date: 04/06/2016 **Regular Meeting Date:** 04/11/2016

App	Name	Address	Current/Recent Board Member	Current Position	Resident	New Position	Recommended Action
1	Candy Craig	6825 SW 207th Ct., Dunnellon	Yes	1st Alternate	No	Member	Appoint to full Member for the term of April 11, 2016 – April 6, 2019 (previous term expired March 8, 2016)
2	Sally Chesterfield	11937 Hale St., Dunnellon	No	None	Yes	1st Alternate	Appoint to 1st Alternate for the unexpired term April 11, 2016 – December 28, 2017
3	Vacant			2nd Alternate			Certify Vacancy, previous term expired in 2014

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

City of Dunnellon
City Board Member Application

RECEIVED
MAR 11 2016
CITY OF DUNNELLON
COMMUNITY DEVELOPMENT

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

Name: Sally Chesterfield Home Telephone: 352-382-2545

Cell Number 352-209-6534 Best to contact you at home, work or cell? cell

Do you reside within the City limits of Dunnellon, how long? 18 years

Home Address 11937 Hale St Dunnellon, Fl 34431

If employed, by whom: Retired

Business Address: _____ Business Telephone _____

Email Address: **(This is a requirement in order to receive agenda materials)**
Sally@thechesterfields.net

Briefly describe your education and experience: You can attach an additional page.
High School Graduate - 40 years as a bookkeeper.

Are you a registered Voter? yes

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

Do you own property within the City limits? If so, have you maintained ownership for at least three years, and if not how long? yes
Address of your property: 11937 Hale St Dunnellon, Fl 34431

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

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

___Planning Commission
___Historic Preservation Board
___Utility Advisory Board
✓ Tree Board
___CRA Advisory Board

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

Very interested in my community.

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

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

Signature: [signature] Date: 3/10/16

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

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

DESCRIPTION AND CODE REQUIREMENTS FOR CITY BOARDS

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

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

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

This board meets on the third Tuesday of each month.

BOARD OF ADJUSTMENT: (Same as Planning Commission)

In accordance with Article V. Division 3 of the City of Dunnellon Code of Ordinances:

The Board of Adjustment consists of five (5) members and two (2) alternate members serving a three (3) year term. Duties are to hear and decide special exceptions and variances to the City's Zoning Code. They will also hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance or regulation adopted pursuant to law.

HISTORIC PRESERVATION ADVISORY BOARD

In accordance with Article XVI, Section 16.3 within the Zoning Code of the City of Dunnellon Code of Ordinances:

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

This Board consists of five (5) members and two (2) alternate members serving a three (3) year term. Members shall have knowledge of historical or architectural development within the city. To the extent available in the community, at least one member shall be an architect in the State of Florida, and the remaining members shall be chosen from the following organizations, professions or groups: (1) Professional members from the disciplines of history, architectural history, planning, archaeology, and engineer (2) Registered real estate brokers (3) The Florida Bar (4) American Society of Landscape Architects (5) Licensed building contractors or general contractors (6) Professional members from other historic preservation related disciplines such as American studies, American civilization, cultural geography, or cultural anthropology, and (7) Interested owners of real estate in a historic district; interested owners of historic structures; or interested property owners whose land contains an archaeological site.

Lay persons belonging to the Greater Dunnellon Historical Society; or who otherwise have demonstrated special interest, experience, or knowledge in history, architecture, or related knowledge in history, architecture, or related disciplines shall make up the balance of the board members in the event that there are not enough professionals in the community. Property ownership is not a prerequisite for membership in this board.

Board members shall survey and inventory the historic resources of the city according to accepted practices and to develop and maintain a list of all resources researched for possible historic designation, make recommendations to the city council for the adoption of ordinances designating resources as historic, issue certificates of appropriateness on proposed exterior changes to designated resources, advise the city council and other city boards on the effects of city actions on historic resources, both those designated and those with potential for designation, advise in the development of goals, objectives, and policies for historic preservation to be incorporated into the comprehensive plan, make recommendations to the city council on the expenditure of gifts, grants, and money, as may be received to carry out the purposes of this chapter [article]. Such money, when not specifically designated by the grantor or donor, may be expended for publishing maps and brochures, hiring staff or consultants, and for performing such other functions as are appropriate to this chapter [article], advise the various departments of the city as to standards, materials, or practices desirable to maintain and enhance the historic resources of the city, adopt

procedural rules necessary for the conduct of its business, subject to approval by the city council, conduct educational programs on historic properties located within the City of Dunnellon, recommend zoning and building code amendments for historic properties and districts to the city council for referral, and if it seems appropriate, to the planning commission, educate affected individuals and the general public on the economic benefits of historic preservation and federal, state, and local laws and policies regarding programs that encourage historic preservation; and advise individuals [as] to the architectural and landscape preservation of historic structures, and refer individuals to the Secretary of the Interior's "Standards for Rehabilitation."

This board meets on the second Tuesday of each month.

TREE BOARD

In accordance with Article V. Division 4 of the City of Dunnellon Code of Ordinances:

Members of this board are not required to file a FORM I, Statement of Financial Interest.

This board consists of three (3) members, (2) alternate members serving a three (3) year term. Appointment of tree board members shall be made on the basis of experience or interest in the fields of forestry, landscape architecture, nurseryman, master gardening, certified arborists, licensed landscape contracting.

Board members shall review all applications for tree removal permits associated with site plans and preliminary plats and make recommendation to approve, deny, or approve with conditions to the city council, review all applications for tree removal permits upon commercial property greater than one acre in size and make recommendation to approve, deny, or approve with conditions to the city council, review and make recommendation on all applications for tree removal permits upon waterfront lands, wetlands, or conservation lands, review all applications for tree removal for harvesting trees from a bona fide agricultural land pursuant to F.S. 193.61 and make recommendation to approve, deny, or approve with conditions to the City Council, develop a written plan for the care, preservation, pruning, planting, replanting, and removal of trees on property owned by the City, develop recommendations to the City Council related to establishing canopy roads, arbor streets, naturescape, Tree City USA, and related programs. This board meets on the fourth Tuesday of each month.

COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY BOARD (LEGISLATION TO CREATE THIS BOARD IS TO BE CONSIDERED AT PUBLIC HEARING AND FINAL READING ON 04/13/2015)

In accordance with Sections 86-71 through 86-75 under Article II, City of Dunnellon Code of Ordinances:

Members of this board are not required to file a FORM I, Statement of Financial Interest.

This Board shall consist of seven (7) members and two (2) alternate members. Each Advisory Board member and alternate shall serve a term of four (4) years, or until his or her successor is appointed. Members may be re-appointed for subsequent terms. A minimum of four members and one alternate shall be residents of the City who own their property. A maximum of three members and one alternate may be business owners and who shall be appointed by the CRA Board. No member of the Advisory Board or alternates shall be a paid employee or elected official of the City of Dunnellon, and each Advisory Board member and alternate shall serve

without compensation. As near as practical, members and alternates of the CRA Advisory Board should be chosen based on one or both of the following criteria: Experience in affordable housing, planning, real estate, historic preservation, banking and financing; or be a small business owner within the Dunnellon city limits.

No Board member shall participate in any matter which would inure to the Board member's special private gain or loss;

1. The Board member knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or
2. He or she knows would inure to the special private gain or loss of a relative or business associate of the Board member, without first disclosing the nature of his or her interest in the matter.

No Board member, relative or business associate of the board member shall be eligible to apply for any CRA grant funds during his/her term on the Board. No principal by whom the Board Member is retained or parent organization or subsidiary of a corporate principal by which he or she is retained will be eligible to apply for CRA grant funds.

The primary duties of the CRA Advisory Board shall be to become familiar with the CRA Plan and any amendments to the Plan, advise the CRA Board on issues and tasks to be accomplished to implement the CRA Plan, identify projects to be undertaken and make recommendations on actions and projects to be undertaken to implement the Plan, recommend an action plan for prioritizing projects to be undertaken in the implementation of the Plan, recommend actions and programs which can assist in the economic development of properties within the community redevelopment area, consistent with the Plan, recommend actions and programs which can be implemented by the CRA Board to attract and retain businesses within the community redevelopment area, consistent with the Plan, recommend amendments and revisions to the CRA Plan, advise the CRA Board on any other matters pertaining to the community redevelopment area which the CRA Board delegates to the Advisory Board, consistent with the Plan and Part III, Chapter 163, Florida Statutes, and comply with all ordinances and resolutions of the City, the sunshine law, the public records law, and all other statutes and laws which are relevant to the Advisory Board. The Advisory Board shall meet at least monthly; however, if there is no business to conduct, the chair may cancel the monthly meeting. The Board may hold special meetings as deemed appropriate.

The day of the week that this board will meet each month has not been finalized at this time.

UTILITY ADVISORY BOARD (LEGISLATION TO CREATE THIS BOARD IS TO BE CONSIDERED AT PUBLIC HEARING AND FINAL READING ON 04/13/2015)

In accordance with Division 3 of Chapter 2, Article V, City of Dunnellon Code of Ordinances:

Members of this board are not required to file a FORM I, Statement of Financial Interest.

This Board is composed of nine (9) seats with members from the following Service Areas:

(1) Four (4) members who are customers from the Rainbow Springs Service Area of the City's utility system outside of the City limits;
(2) Two (2) members who are customers within the City limits;
(3) Three (3) members, one (1) each from other Service Areas located outside the City limits (Rio Vista, Juliette Falls, and Chatmire).

Each Service Area and the City shall select its own representatives. Each UAB member shall serve a term of six (6) years or until his or her successor is appointed. Members may be re-appointed for subsequent terms. The UAB shall meet at bi-monthly or more often if desirable. However, if there is no business to conduct, the chair may cancel the bi-monthly meeting.

No member of the UAB shall be a paid employee or elected official of the City of Dunnellon, and each Advisory Board member shall serve without compensation.

The UAB shall be advisory to the City Council. Board members shall conduct themselves in a manner consistent with Resolution 2013-07, "Public Code of Ethical Conduct," as may be amended from time to time. The primary duties of the UAB shall be:

Before May 1, 2015, and annually thereafter, the City shall initiate and the UAB shall review the utilities capital program, utility budget, and rates and revenue requirements prior to review and consideration by City Council for the following fiscal year, recommend, review, or conduct periodic special studies related to the City's utility system, recommend, review, or conduct an indirect cost allocation study of general and administrative expenses every three (3) years, with the first review of a study being in fiscal year 2015-16, and recommend, review, or conduct an operational efficiency study every five (5) years, with the first review of a study being in fiscal year 2015-16, review the Utility Master Plan every five (5) years, with the first review being in fiscal year 2016-17. The UAB may request that other specific studies be conducted and reviewed by the Board. The UAB shall make specific recommendations to City Council relative to operational, capital, budgetary, rates, revenue requirements, services, and all other utility related matters. City Council may request that UAB provide input and recommendations at any time. The UAB shall comply with the sunshine law, public records law, and all other statutes, laws, and ordinances which are relevant to the Utility Advisory Board.

The meeting schedule for this boar has not been finalized at this time.

#AGR2016-18

MARION COUNTY SHERIFF'S OFFICE

City of Dunnellon
MAR 1 1 2016
RECEIVED

March 9, 2016

Nathan Whitt, Mayor
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431

Re: 2016-2017 Voluntary Cooperation/Operational Assistance Agreement Between Marion County Sheriff's Office and Dunnellon Police Department

Dear Mayor Whitt:

Enclosed is the original of the 2016-2017 mutual aid agreement between the Sheriff's Office and Dunnellon Police Department. We have made the City's requested changes to the language in Section V and are returning the agreement for your signature and the City's approval. The current agreement between the Sheriff's Office and Dunnellon Police Department expires on today's date, March 9, 2016.

This renewal agreement has already been signed by Sheriff Blair and Acting Chief Lt. Todd Spicher. Once execution is completed by the City, please retain a copy for the City's records and return the original to us so that we can file a copy with FDLE as required by Florida Statute 23.1225(4).

As always, thank you for your assistance with this matter. If you have any questions, please do not hesitate to contact me at (352) 368-3591.

Sincerely,

CHRIS BLAIR, SHERIFF

By: R. Gregg Jerald
R. Gregg Jerald, Bureau Chief
and General Counsel

J/s
Enclosure

VOLUNTARY COOPERATION/OPERATIONAL ASSISTANCE AGREEMENT FOR 2016-2017

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the DUNNELLON POLICE DEPARTMENT and the MARION COUNTY SHERIFF'S OFFICE.

WITNESSETH:

WHEREAS, the DUNNELLON POLICE DEPARTMENT is a municipal law enforcement agency and the DUNNELLON CITY COUNCIL has approved this Voluntary Cooperation/Operational Assistance Agreement and has authorized the Chief of Police to execute said Agreement; 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(3), 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 MARION 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 MARION COUNTY SHERIFF'S OFFICE in the form of bus or van operation by 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. To make custody clear, the arrested person shall be the responsibility of the arresting officers until such time as the arrestee is taken into the main booking area.

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 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 in effect for a period of one year from the date of signing. Under no circumstances may the agreement be amended, renewed, or extended except in writing.

SECTION X: Any party may withdraw from this agreement upon written notice to all other parties.

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

MARION COUNTY SHERIFF'S OFFICE

Chris Blair, Sheriff

Attest:

CITY OF DUNNELLON

City Clerk/Administrator

Nathan Whitt, Mayor

For the use and reliance of the
City of Dunnellon only;
Approved as to form and legality

Lt. Todd Spicher, Interim Chief of Police
Dunnellon Police Department

City Attorney

AGR2011-121\3-YR RENEW.

tyco *Integrated Security*

8880UE01

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0336-OCALA, FL	133602194			1-24LPI9A

DATE: 3/16/2016

Tyco Integrated Security LLC ("Tyco")

Robert Clem
3205 SW 47th Ave,
Gainesville, FL 32608
Tele. No. (352) 266-8388

City Hall/City Of Dunnellon
d/b/a: City Hall/City Of Dunnellon
("Customer")
Customer Billing Information
20750 River Dr, S Williams
Dunnellon, FL 34431
Attn: Dawn Bowne
Tele. No.

Customer Premises Serviced
20750 River Dr, S Williams
Dunnellon, FL 34431
Attn: Dawn Bowne
Tele. No. (352) ~~489-2423~~ 465-8500

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES: Customer agrees to pay the Sum of **$ 401.50** ("Installation Charge") with **$ 0.00** payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of **$ 1,037.00** per annum (the "Annual Service Charge"), payable in advance **Quarterly** plus applicable state and/or local tax(es) for 3 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

TYCO INTEGRATED SECURITY LLC

Presented by: Bob Clem 3-16-16
(Signature of Tyco Sales Representative)

Sales Agent: Robert Clem
Sales Representative Registration Number (if applicable): _____

CUSTOMER: X

Accepted By: X
(Signature of Customer's Authorized Representative)

X
(Name Printed)

Title: X

Date Signed: X

e-Form 8880UE01 (09/2015)

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tyco Integrated Security

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0336-OCALA, FL	133602194			1-24LPI9A

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Tyco Owned - Tyco may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Tyco to collect any charges which have been accrued or may be accrued hereunder.

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:	**Burglar Alarm and Duress Monitoring PROVIDED,Monitoring with Additional Group Service PROVIDED**
Video Surveillance Services:	**No Service Selected**
Managed Access Control Services:	**No Service Selected**
Video Equipment:	**No Service Selected**
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:	**Maintenance Quality Service Plan PROVIDED / Inspections NOT PROVIDED**
Additional Services:	**Transmission - Digital One Line with No Backup**

C. **Equipment to be Installed ("Equipment"):** Tyco will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Line Item Comment	
1	TO BE INSTALLED:	
1	16 ZONE MULTI-CONDITION RECEIVER WITH RELAY OUTPUTS	
4	Fixed Location Double Button Alarm Transmitter	
2	ECHOSTREAM BILL TRAP	
1	AS NOW INSTALLED:	
1	Security Alarm Panel	
1	Touchpad(s)	
2	Passive Infrared Sensor (s)	
24	Door / Window Contacts	

D. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Dawn Bowne at 352-465-8500
System Operation: Adding new Wireless HUB to existing System. @ Button to be located at Tellers for the utilities area and 2 Bill traps at same. 1 HUB to be located in the rear office od utilities arear. Replace the hardwired button in the permit area with wireless and used that zone for Panis alarm zone.
Programming Info: Program to Tyco CMC for monitoring
Site Conditions: Existing building with existinf System
Existing Equipment: Will be connecting to the existing system as now installed
Customer Expectations: Normal Working Hours Mon-Friday
Training Expectations: Train Dawn on operation of system if necessary.
General Comments: NA Existing System
Customer Responsibilities / Tyco Exclusions: Customer to provide any 120VAC and Telephone connections as required. However this is an existing system so that is existing as well.
Documentation Needs: NA Existing System

Contract Notes -

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TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Tyco's alarm monitoring center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Tyco shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Tyco's CMC, Tyco will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL or, if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch a Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. TYCO WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Tyco, Tyco will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7.Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco will not: respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Tyco's ability to provide Service under this Agreement, Tyco may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. TYCO'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR TYCO'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN TYCO WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT TYCO MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF TYCO. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3. Maintenance Service/Quality Service Plan ("QSP"). 1. If QSP is purchased, Tyco will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under QSP and any requested QSP Service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Tyco's then applicable rates. Additional charges may apply for QSP Service requiring the use of a lift. Tyco's obligation to perform QSP Service relates solely to the covered Equipment. 2. If QSP is not purchased prior to the expiration of the Equipment Warranty, Tyco will provide such QSP Service only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Tyco's specifications and/or the standards set by applicable law. 3. QSP Service will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). QSP Service performed outside of these hours is subject to additional charges. Provision of QSP Service is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

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A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.7. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.8. DataSource Service. Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Software Support Services – No Upgrades. Intentionally left blank - Services have not been purchased.

A.14. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.15. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.16. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Tyco's option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Tyco's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Tyco-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Tyco, or from parts, equipment, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Tyco for Warranty Service and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation.

7.Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank – no CCTV/Video Equipment has been purchased.

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8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Tyco to collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) expressly authorizes Tyco to use such personal information to administer the relationship and the agreement between Customer and Tyco, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. TYCO MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Tyco does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Tyco to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Tyco arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Tyco is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or $1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4.The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6.The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1.There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2.Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1.Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2.Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5.Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of

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Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7.Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Tyco License Information: AL 2014/15-1498,1499,1500,1501,1502,1542,594,595 The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 38381, 5430 Fairbanks Street, Suite 8 Anchorage, AK 99507 AR 0030740116, 003587, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489 CA ACO7207, 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 DC ECS1327 FL EF20000413, EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVA204776, LVA205526, LVU001160, LVU004635 HI CT-32427 IL 127001526 MA 45-C MI 3601206461, 5103373, 6060 Torrey Rd. Suite F Flint, MI 48504; MN TS651063 MS 15024088 NC 846-CSA, 4901 Glenwood Ave., Suite 200, Raleigh, NC 27612, (919) 788-5320 NM 375283 NV 0077542 NY 12000305846, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-29-0003, 50-48-1032, 50-57-1119, 53-31-1582 OK 67 OR CLE322, 197010; PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, TSC2726, AF-09170 TN C-1704,-1705,-1706,-1707,-1708,-1709,-1710,-1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752 UT 8390557-6501 VA 11-7587, 11-7580, 11-7575, 11-7591, 11-7589, 11-7578, 2705147765A WA TYCOIIS886OO,11824 N Creek Pkwy. #105, Bothell, WA 98011 WV 050291.
Mississippi: MS 15024088
The foregoing list shows only those license numbers Tyco Integrated Security LLC ("TycoIS") is required by law to include on marketing materials. A comprehensive list of licenses held by TycoIS is available on www.tycois.com (Legal). California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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tyco Integrated Security

COMMERCIAL SALES AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0336-OCALA, FL	133602194			1-24LPI9A

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/16/2016

Tyco Integrated Security LLC ("Tyco")

Robert Clem
3205 SW 47th Ave,
Gainesville, FL 32608
Tele. No. (352) 266-8388

City Hall/City Of Dunnellon
d/b/a: City Hall/City Of Dunnellon
("Customer")
Customer Billing Information
20750 River Dr, S Williams
Dunnellon, FL 34431
Attn: Dawn Bowne
Tele. No.

Customer Premises Serviced
20750 River Dr, S Williams
Dunnellon, FL 34431
Attn: Dawn Bowne
Tele. No. (352) ~~489-2429~~ 465-8500

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

Terms and Conditions
Scope of Work. Tyco will endeavor to furnish the Services and to install or cause to be installed the Equipment or System(s) specified in this Agreement. Customer understands that there may situations where, due to local requirements, Tyco will not be permitted to contract with Customer for certain specialized services such as fire suppression or lock-smith services. In such cases, Tyco will use reasonable commercial efforts to identify properly licensed subcontractors to perform the work on Customer's behalf. Failing to identify such subcontractors will not constitute breach of the Agreement on the part of Tyco and Customer's exclusive remedy will be to obtain a refund for any such work not performed.
Annual Service Charge – Initial Term. Tyco agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.
Telephony. Customer is responsible for providing telephone company connectivity at control panel location.
A/C Power. Customer will supply the necessary 110VAC power as required by Tyco.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC

Presented by: Rob Clem 3-16-16
(Signature of Tyco Sales Representative)

Sales Agent: **Robert Clem**
Sales Representative Registration Number (if applicable):_____

CUSTOMER: X

Accepted By: X
(Signature of Customer's Authorized Representative)

X
(Name Printed)

Title: X

Date Signed: X

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Proof of Publication

from the

RIVERLAND NEWS

Dunnellon, Marion County, Florida

PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF MARION
Before the undersigned authority personally appeared

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

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

Insertion Order: 000NP3Z
Legal number: 413-0331 RIV
Description: City of Dunnellon, Ord. 2016-01
Display Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date of publication: March 31, 2016.

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

Mary Ann Naczi

The forgoing instrument was acknowledged before me

This 31st day of March, 2016

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

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

Mishayla Coffas

Notary Public

cc: Dawn
Teresa
Sue
Lorette

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

LFL

Call 631.283.4600 ext 343 or visit HamptonJitney.com
Vehicle Only Transportation is also available!
000NQEO

413-0331 RIV

NOTICE OF PUBLIC HEARING AMENDMENTS TO THE ZONING CODE

The City of Dunnellon proposes to adopt the following ordinance:

ORDINANCE #ORD2016-01

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE DUNNELLON CITY CODE, CHAPTER 14, "ANIMALS," TO ALLOW CHICKENS TO BE KEPT ON LOTS OR PARCELS WITH SINGLE FAMILY RESIDENTIAL ZONING DESIGNATIONS AMENDING SECTIONS 7.1 AND 7.2 OF THE ZONING CODE TO ALLOW CHICKEN-KEEPING AS AN ACCESSORY USE IN CERTAIN RESIDENTIAL DISTRICTS AND DEFINING CHICKEN-KEEPING PROVIDING SPECIFIC CRITERIA FOR CHICKEN-KEEPING; AMENDING VARIOUS SECTIONS OF THE CODE AND ZONING CODE TO BE CONSISTENT WITH THE INTENT AND PURPOSE OF THIS ORDINANCE; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A public hearing on the proposed Ordinance will be held on April 11, 2016, beginning at 5:30 p.m., or soon thereafter, before the City Council, as part of its regular meeting, regarding amendments to the regulations within the City's Single Family Residential Zoning Code. The Public Hearing will be held in the City Council Chambers, Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431. 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.

Interested parties may submit written comments at or before the Public Hearing, or provide oral comments at the Public Hearing, regarding the amendments to the Land Use and Development Code.

The public may inspect the Ordinance during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall.

APPEAL: NECESSITY OF RECORD. Notice is given that if any person desires to appeal any action taken by the City Council 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.

000NR32

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

City of Dunnellon
Attn. Dawn Bowne
20750 River Drive
Dunnellon, FL 34431

INVOICE

413-0331 RIV
CITY OF DUNNELLON

City of Dunnellon Ordinance 2016-01
Riverland News Display Advertisement
Display Advertisement A/R #071-541958
I/O 000N P3Z
2 columns x 10" ad, 1 x run
March 31, 2016

City of Dunnellon
APR 04 2016
RECEIVED

TOTAL COST: $ 100.00

NOTE:
Please allow this invoice to notify you of cost for the aforementioned legal display advertisement that is provided for your records. You will also receive a monthly billing statement, from our Accounting Department. Please reference AR # 071-541958 on your check when making payment. This will assist us with properly crediting your account.
Thank you ≈ Mary Ann

SENT OUT
APR – 4 2016
ACCOUNTS PAYABLE

ORDINANCE #ORD2016-01

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING THE DUNNELLON CITY CODE, CHAPTER 14, "ANIMALS," TO ALLOW CHICKENS TO BE KEPT ON LOTS OR PARCELS WITH SINGLE FAMILY RESIDENTIAL ZONING DESIGNATIONS; AMENDING SECTIONS 7.1 AND 7.2 OF THE ZONING CODE TO ALLOW CHICKEN-KEEPING AS AN ACCESSORY USE IN CERTAIN RESIDENTIAL DISTRICTS AND DEFINING CHICKEN-KEEPING; PROVIDING SPECIFIC CRITERIA FOR CHICKEN-KEEPING; AMENDING VARIOUS SECTIONS OF THE CODE AND ZONING CODE TO BE CONSISTENT WITH THE INTENT AND PURPOSE OF THIS ORDINANCE; PROVIDING FOR PENALTIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dunnellon City Council recognizes the general trend in society to pursue a green lifestyle and to incorporate fresher products into diets, a lifestyle which can be supported by allowing residents to keep and raise chickens on their single-family property for the purposes of producing their own eggs for consumption; and

WHEREAS, the Dunnellon City Council also recognizes the desire of all residents to live in a clean and pleasant environment free of excessive odor, noise, vermin, and disease; and

WHEREAS, the Dunnellon Planning Commission considered this Ordinance to allow the keeping and raising of chickens on residential properties under certain conditions; and

WHEREAS, the Planning Commission, sitting as the local planning agency, found the Code amendments set forth in this Ordinance to be in substantial compliance with the City of Dunnellon Comprehensive Plan; and

WHEREAS, the City Council of the City of Dunnellon, Florida has duly considered the recommendation of the Planning Commission and reviewed all comments regarding City Code amendments set forth in this Ordinance; and

WHEREAS, the City Council of the City of Dunnellon, Florida, considers that said City Code amendments will be in the best interest of the residents of the City of Dunnellon, Florida, and that said land development code amendment is in compliance with the City of Dunnellon Comprehensive Plan; and

WHEREAS, to ensure the long-term viability of residential neighborhoods and conformity

and compatibility with surrounding uses, the amendment provides that the accommodation of chickens in residential areas shall not cause undue noise, odor, and unsanitary conditions within the community; and

WHEREAS, Section 553, Florida Statutes, entitled "Building Construction Standards," provides authorization for local governments to establish a schedule of reasonable fees to carry out the local government's responsibility in enforcing the Florida Building Code.

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

NOW THEREFORE, BE IT ENACTED by the City Council of the City of Dunnellon, that:

SECTION 1. Legislative findings. The above recitals (Whereas clauses) are hereby adopted as legislative findings, purpose and intent of the City Council.

SECTION 2. Sections 14-2 and 14-3 of Chapter 14, "Animals," of the City's Code of Ordinances are amended to read as follows:

Sec. 14-2. - Definitions.

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

Abandon means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal.

Animal means any living creature, domestic or wild, except human beings.

Animal control enforcement officer means the persons authorized by the city council to enforce the provisions of this chapter, the ordinances and resolutions of the city relating to the licensure, seizure, impoundment and disposition of animals, and state regulations relating to domestic animals.

Chicken-keeping means the keeping of hens (Gallus domesticus). Chickens shall not include any male chicken or rooster, any duck, goose, turkey, peafowl, guinea fowl or other poultry or fowl.

Dangerous dog means any dog that has:

(1) Aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

(2) More than once severely injured or killed a domestic animal while off the property of the owner;

(3) Been used primarily or in part for the purpose of dogfighting, or is a dog trained for dogfighting; or

(4) When unprovoked, chased or approached a person upon the street, sidewalk or any public grounds, in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons.

***

Livestock or animals running at large or straying means any livestock found or being on any public road or right-of-way and either apparently a neglected animal or not under manual control of a person.

Owner means any person over the age of 18, or any firm, corporation or organization, who owns, manages, harbors, maintains, or controls an animal. For the purposes of this chapter, an animal shall be deemed to be harbored or maintained if it is fed and/or sheltered for five or more consecutive days. If the animal is owned by a person under the age of 18, then that person's parent or guardian shall be the owner.

***

Shelter means provision of and access to a three-dimensional structure having a roof, walls and a floor, which is dry, sanitary, clean, weatherproof, and made of durable material. At a minimum, the structure must be:

(1) Sufficient in size to allow each sheltered animal to stand up, turn around, lie down, and stretch comfortably;

(2) Designed to protect the sheltered animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather conditions;

(3) Free of standing water, accumulated waste and debris, protect the sheltered animal from injury, and have adequate ventilation, and for dogs and cats, provide a solid surface, resting platform, pad, floor mat or similar device that is large enough for the animal to lie on in a normal manner;

(4) Properly lighted to provide a regular lighting cycle of either natural or artificial light corresponding to the natural period of daylight unless otherwise directed by a veterinarian;

(5) Structures with wire, grid or slat floors which permit the animal's feet to pass through the openings, or which sag under the animal's weight or which otherwise do not protect the animal's feet or toes from injury are prohibited, except for birds where perches are provided. <u>Shelters for chickens as an accessory use are regulated under Sec. 14-37 herein.</u>

Unprovoked attack includes situations where a person who has been conducting himself peacefully and lawfully has been bitten, chased in a menacing fashion, or attacked.

Sec. 14-3. - Penalties; additional remedies.

(a) Penalties for violations of this chapter shall be set forth in a resolution approved by the city council, which shall be amended from time to time at the discretion of council.

(b) The city may enforce this chapter through the special magistrate established in Ordinance No. 2009-10.

(c) The city, at its option and as an additional enforcement remedy, may refer any violation of this chapter to the code enforcement board of the city for enforcement and imposition of fines.

(d) Failure to comply with the provisions of Section 14-37 regarding chicken-keeping may result in fines. Imposition of a fine shall take place upon a finding by the special magistrate or code enforcement board that an owner has violated the requirements of Section 14-37.

SECTION 3. Article II Animal Control of Chapter 14, "Animals," is amended to read as follows:

***

Sec. 14-33. - Animals running at large.

(a) Dogs and cats. It shall be unlawful for keepers of dogs or cats within the city to allow the animals to be upon the public thoroughfares, streets, avenues or alleys of the city, or in public places such as restaurants, public stores and the like, or upon property other than the property belonging to the animal's owner, unless the animal shall be fastened to a suitable leash of dependable strength not to exceed six feet in length, or otherwise and under the control of the owner.

(b) Livestock. It shall be unlawful for the owner of any hogs, cattle, cows, steer, bulls, swine, donkey, ostrich, emu, llamas, lambs, hens, chickens, roosters, rabbits, turkeys, geese, ducks, or other fowl, horses, mules, sheep and goats or other similar domesticated "farm animals" within the city to suffer or permit such animals to wander, forage, or run at large in the city.

***

Sec. 14-37— Chicken-keeping as an accessory use.

(a) Chicken-keeping means the keeping of hens (Gallus domesticus). Chickens shall not include any male chicken or rooster, any duck, goose, turkey, peafowl, guinea fowl or other poultry or fowl. Chicken-keeping is a permitted accessory use within single-family residential zoning designations of R-1 (One-Family Dwelling), R-1A (Single Family Residential), and R-3A (Residential Medium Density) where the lot or parcel is occupied by a single-family detached residence. Chickens shall not be permitted at residential property with a townhome, duplex, condominium, apartment, or other multi-family residential unit. Chicken-keeping in all other zoning districts is also prohibited, except that poultry is permitted on farms in the agricultural zoning district (A-1).

(b) Chicken-keeping within the city limits shall be subject to the following standards and conditions:

(1) Chickens shall be kept in a chicken coop and fenced pen area. The chicken coop and fenced pen area shall meet the following requirements:

a. The maximum size of the coop and pen area shall be one hundred (100) square feet.

b. The maximum height of a coop and the pen fence around the coop shall be eight (8) feet, as measured from the existing grade to the highest part of the coop or fence.

c. The coop and pen area shall be located in the rear yard of the single-family detached residence and a minimum of twenty-five (25) feet from any side street. The coop and fenced pen area shall comply with all other Zoning District setback requirements, so long as the coop and pen area shall be at least twenty (20) feet from any residential structure on an adjoining lot.

d. Chicken coops shall be covered and ventilated, and a fenced pen enclosure/run is required. The coop and pen must be constructed in a way that establishes a clean, safe and pleasant environment free of odor, vermin, noise, and disease.

1. ~~All enclosures for the keeping of chickens shall be so constructed and maintained as to prevent rodents or other pests from being harbored underneath, within, or within the walls of the enclosure. Chicken coops must be impermeable to rodents, wild birds, predators and weather, including all openings, ventilation holes, doors and gates~~. Enclosures shall be kept in neat condition, including provision of clean, dry bedding materials and regular removal of waste materials, so as to not create an odor.

e. The space per bird in the coop shall not be less than three (3) square feet.

f. All chicken feed shall be kept in a secured and covered metal or plastic container, or otherwise protected so as to prevent rodents and other pests from gaining access to it.

g. Chicken coops and pens shall not be visible from adjacent roadways and parcels.

(2) A maximum of six (6) chickens may be kept on a lot or parcel with a detached single-family residence.

(3) Chickens shall be housed at all times within a covered coop or fenced pen area, except that they may be removed from the coop or fenced pen area by a resident or visitor of the home, provided the resident keeps them under his or her continuous custody and control while they are outside the coop or fenced pen area.

(4) Chickens must be secured within the chicken coop or fenced pen area during non-daylight hours (from dusk to dawn).

(5) Chickens shall not be permitted to trespass on neighboring properties, run at large, be released or set free at any time.

(6) Chickens are allowed to be kept in single-family residential areas for noncommercial purposes. Hens, eggs or manure produced by the chickens shall not be sold or utilized for commercial purposes.

(7) Chickens shall not be bred or slaughtered on the premises.

(8) All deceased chickens shall be properly disposed of, off-site, within 24 hours of expiring.

(9) Roosters and poultry or fowl other than chickens shall be prohibited.

(10) Nothing herein shall be construed or interpreted to mean that chickens are permitted where private covenants or restrictions prohibit such use, or where rules promulgated under such covenants and restrictions prohibit such use.

SECTION 4. Sections 3.12, 7.1, and 7.2 of Appendix A, Zoning (the Zoning Code) are hereby amended to read as follows:

Section 3.12. - Accessory uses and structures.

1. In residential districts all accessory buildings and uses shall be located only in the rear yard except that parking may be located in a side yard.

2. In residential districts, all accessory buildings and uses in a rear yard shall be located at least eight feet from any plot line, at least 25 feet from any street, and at least five feet from any main building. Accessory buildings and structures shall not exceed two stories or 24 feet in height. In case of rear alleys, private garages not over one story in height may be located on the rear alley line—and, in the case of chicken coops allowed under Sec. 14-37 of the City's Code, the maximum height shall be 8 feet.

***

Section 7.1. - Table of permitted uses.

The following table identifies what uses are permitted without special exception, permitted with conditions, and permitted by special exception in the various zoning districts. The uses are listed on the vertical axis and the zoning districts are listed on the horizontal axis. If a specific use is not listed on the table below, the use shall be considered a prohibited use unless and until an applicant applies for and receives a similar and compatible use permit consistent with this Code; provided, however, if a use, device, business, or activity is prohibited by these land development regulations, the Code of Ordinances, or Florida law, an owner may not seek a similar and compatible use permit. Empty cells signify a prohibited use. Cells containing an "X" signify a permitted use. Cells containing an "SE" signify a use permitted by special exception. Cells containing an "X", a number and a letter (e.g., "X3") signify a permitted use with conditions; the conditions are outlined in the legend. Cells containing an "X" or "SE" and a number (e.g., "X4" or "SE4") signify a permitted use or special exception with conditions; the number is associated with a section number (e.g., section _____) in the legend, and the section number refers to a location in this chapter (appendix) that contains the conditions associated with the permitted use or special exception.

Permitted use: Defined as a use allowed without exception within a particular zoning district.

Special exception: A special exception may be granted by the council provided the required appropriate conditions and safeguards have been met. The conditions are listed in the supplementary district regulations (article IX of this appendix) of the Code of Ordinances.

TABLE OF PERMITTED USES

RESIDENTIAL	A-1	R-1	R1A	R-2	R3A	R-3	R-4	R-5	MH	PUD See Note	RBO	B2	B3	B4	B5	B6	P	M1	M2
Bed and Breakfast								X			X	X							
Chicken-keeping – accessory use		X2	X2		X2														
Home Occupation	X1	X1	X1	X1	X1	X1	X1	X1	X1		X1								
Community Residential Home	X3S	X3S	X3S	X3S			X3S		X3S		X3S								
ResidenceOffice						X	X	X	X										
Residence-Gallery	X8	X8	X8								X8	X							
Single-family Residence	X	X	X	X	X	X	X	X	X		X	X							
Two-family dwelling				X		X						X							
Multi-family dwelling						X						X							
Mobile Home							X		X										
Vehicle Storage Area	SE	SE	SE	SE	SE	SE	SE		SE										

***

X Permitted use

SE Allowed with special exception

SE2 Daycare allowed as special exception if part of a church/house of worship

X3S:

A-1 Maximum of 6 unrelated residents per single-family dwelling

R-1 Maximum of 6 unrelated residents per single-family dwelling

R1-A Maximum of 6 unrelated residents per single-family dwelling

R2 Maximum of 6 unrelated residents per single-family dwelling

R3A Not allowed

R3 Not allowed

X:

1: Home occupation allowed in residential district

Not allowed as home occupation: Beauty shop, barber shop, photographic studios, fortune telling, outdoor repair, retail sales, nursery schools caring for more than three children other than children related by marriage, blood, or adoption, band instrument instructor except for private lessons, public dining facilities, antique or gift shops.

2: ~~Reserved~~ Chicken-keeping, defined in Section 7.2, is an accessory use permitted in certain residential districts under conditions as set forth in Chapter 14, Section 14-37, Subpart A, General Ordinances.

3: Reserved

****

Section 7.2. - District uses definitions.

Carpet and upholstery cleaning means establishments engaged in cleaning carpets and upholstered furniture at a plant.

Cemetery means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium, crematories, mausoleums and mortuaries when operated in conjunction with and within the boundaries of such cemetery.

Chicken-keeping means the keeping of hens (Gallus domesticus). Chickens shall not include any male chicken or rooster, any duck, goose, turkey, peafowl, guinea fowl or other poultry or fowl. Chicken-keeping is a permitted accessory use within single-family residential zoning designations of R-1 (One-Family Dwelling), R-1A (Single Family Residential), and R-3A (Residential Medium Density) where the lot or parcel is occupied by a single-family detached residence. Chicken-keeping in all other zoning districts is specifically prohibited, except that poultry is permitted on farms in the agricultural zoning district (A-1). Conditions for chicken-keeping in R-1 and R-1A zoning districts are set forth in Section 14-37, Subpart A, General Ordinances.

Church/place of worship means an institution that people regularly attend to participate in or hold religious services, meetings and other activities.

***

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Dunnellon; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7. Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

SECTION 8. Effective Date. This Ordinance shall be effective immediately upon adoption at the second public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading after the public hearing on the 14th day of March, 2016.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 11th day of April, 2016.

Ordinance Posted on the City's website on February 16, 2016. The 1st public hearing was advertised in the Ocala Star Banner and Riverland News on March 3, 2016 and on the City's website on February 16, 2016. The 2nd and final public hearing was advertised in the Ocala Star Banner and Riverland News on March 31, 2016 and on the City's website on March 21, 2016.

ATTEST: **CITY OF DUNNELLON**

_____ _____

Dawn M. Bowne, M.M.C. Nathan Whitt, Mayor
City Clerk

Approved as to Form and Legal Sufficiency:

_____

Andrew J. Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, Dunnellon Business Center and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 16th day of February 2016.

_____

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

Proof of Publication

from the

RIVERLAND NEWS

Dunnellon, Marion County, Florida

PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF MARION
Before the undersigned authority personally appeared

Theresa J. Savery 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

419-0331 RIV PUBLIC NOTICE NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-04 PROPOSED CHARTER AMENDMENT The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-04 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO

Court, was published in said newspaper in the issues of March 31st, 2016,

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

Mary Ann Naczi

The forgoing instrument was acknowledged before me

This 31st day of March, 2016

By: Theresa J. Savery 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

419-0331 RIV
PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-04
PROPOSED CHARTER AMENDMENT

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-04

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON A PROPOSED AMENDMENT TO SECTION 39 OF THE CITY CHARTER CHANGING THE DAY AND MONTH OF A RUN-OFF ELECTION IN THE EVENT OF A TIE VOTE TO BE CONSISTENT WITH FEDERAL LAW; PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE.

A public hearing is scheduled for the Regular City Council Meeting on April 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published March 31, 2016.

cc: Dawn
Sue
Lynn
Loretta

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

Page	:	1 of 1 03/22/2016 12:28:36	**Ad Number**	:	12970177
			Ad Key	:	
Order Number	:	12853948	**Salesperson**	:	05 - Mary Ann Naczi
PO Number	:	Ord. 2016-04	**Publication**	:	Riverland Legals
Customer	:	10079093 zzCity of Dunnellon Legals	**Section**	:	Legals
Contact	:	Dawn M. Bowne, C.M.C., City Cl	**Sub Section**	:	Legals
Address1	:	20750 River Drive	**Category**	:	995E-Miscellaneous Notices
Address2	:		**Dates Run**	:	03/31/2016-03/31/2016
City St Zip	:	Dunnellon FL 34431	**Days**	:	1
Phone	:	(352) 465-8500 x23	**Size**	:	3 x 3.42, 38 lines
Fax	:	(352) 465-8505	**Words**	:	286
Credit Card	:		**Ad Rate**	:	99GOV
Printed By	:	Mary Ann Naczi	**Ad Price**	:	25.30
Entered By	:	Mary Ann Naczi	**Amount Paid**	:	0.00
			Amount Due	:	25.30
Keywords	:	419-0331 RIV PUBLIC NOTICE NOTICE OF PUBLIC HEARI			
Notes	:				
Zones	:				

419-0331 RIV
PUBLIC NOTICE
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-04
PROPOSED CHARTER AMENDMENT

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-04

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON A PROPOSED AMENDMENT TO SECTION 39 OF THE CITY CHARTER CHANGING THE DAY AND MONTH OF A RUN-OFF ELECTION IN THE EVENT OF A TIE VOTE TO BE CONSISTENT WITH FEDERAL LAW; PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE.

A public hearing is scheduled for the Regular City Council Meeting on April 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published March 31, 2016.

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:

This is an invoice to process your payment for the enclosed ad. Please include Order #12853948 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: 419-0331 RIV PUBLIC NOTICE NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-04 PROPOSED CHARTER AMENDMENT The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-04 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO

Ad publication dates:
March 31st, 2016,

Thank you for your business,

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

City of Dunnellon
APR 04 2016
RECEIVED

ORDINANCE #ORD2016-04

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS OF DUNNELLON A PROPOSED AMENDMENT TO SECTION 39 OF THE CITY CHARTER CHANGING THE DAY AND MONTH OF A RUN-OFF ELECTION IN THE EVENT OF A TIE VOTE TO BE CONSISTENT WITH FEDERAL LAW; PROVIDING THE BALLOT TITLE, SUMMARY, AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR THE EFFECTIVE DATE OF THE CHARTER AMENDMENT IF APPROVED BY A MAJORITY OF ELECTORS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND EFFECTIVE DATE FOR THIS ORDINANCE.

WHEREAS, the Marion County Supervisor of Elections has notified the City that Section 39 of the City's Charter requiring that a run-off election in the event of a tie vote be held the first Tuesday after the first Monday in December is inconsistent with federal law, which requires that ballots to overseas military personnel and civilians be mailed at least 45 days prior to an election; and

WHEREAS, to comply with federal law, the Charter must be presented to the electors of the City with an amendment which changes the day and month of a run-off election when a general or special election results in a tie vote; and

WHEREAS, at the Supervisor of Elections requires a run-off election be held at least seventy (70) days after the date of the special or general election which results in a tie vote to be compliant with federal law requirements for mailing overseas ballots; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF DUNNELLON, FLORIDA, THAT:

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

SECTION 2. Proposed Amendment to Charter. The City Council of the City of Dunnellon, pursuant to Section 166.031, Florida Statutes, hereby proposes an amendment to the Charter of the City of Dunnellon, which amendment to Section 39 of the Charter is set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Section 39 of the Charter attached hereto reflects the proposed change by showing additions with underlining and deletions with ~~strike-through~~ type.

SECTION 3. Submission to Electors. The proposed amendment to the Charter of the City of Dunnellon, as contained in this Ordinance, shall be submitted to a vote of the electors of the City of Dunnellon at the next municipal election to be held on Tuesday, November 8, 2016. The Supervisor of Elections of Marion County is hereby requested to coordinate all matters of said referendum election with the City Clerk.

SECTION 4. Duties of City Clerk. The City Clerk is hereby directed to ensure that all advertising and notice requirements are complied with pursuant to the City's Charter and to coordinate all activities necessary to conduct the referendum election called in Section 3 of this Ordinance with the Supervisor of Elections for Marion County. Should the proposed change to the Charter be approved by the electors, the City Clerk shall ensure that the Department of State is sent the revised Charter.

SECTION 5. Ballot Title and Text. The ballot title and summary of the proposed amendment to the Charter shall appear on the ballot in the form of a question, set forth as follows:

CHARTER BALLOT QUESTION
CITY OF DUNNELLON, FLORIDA
REFERENDUM ELECTION

Change in day and month of a run-off election when there is a tie vote

Shall the Charter of Dunnellon be amended to change the day and month of a run-off election from the first Tuesday after the first Monday in December to the third Tuesday in January when a general or special election results in a tie vote, to comply with federal law?

_____ Yes for Approval

_____ No for Rejection

SECTION 6. Effective Date of Amendment to Charter. If approved by a majority of the voting electors of the City of Dunnellon, the amendment set forth in Exhibit "A" shall become effective in accordance with the provisions of Section 166.031, Florida Statutes. If the electors reject an amendment(s), the rejected amendment(s) shall not take effect.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 8. Conflicting Ordinances. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

SECTION 9. Effective Dates. This Ordinance shall take effect immediately upon its final passage and adoption. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon the approval of a referendum election of the electors of the City of Dunnellon.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 14th day of March, 2016.

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 11th day of April, 2016.

Ordinance Posted on the City's website on 21st day of March, 2016. Public hearing advertised on City's website on March 21, 2016 and in the Riverland News on March 31, 2016.

ATTEST:

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

CITY OF DUNNELLON

_____
Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

_____
Andrew Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 21st day of March, 2016.

_____
Dawn M. Bowne M.M.C.
City Clerk

EXHIBIT A

ORDINANCE #ORD2016-04

PART I - CHARTER

CHARTER OF THE CITY OF DUNNELLON, FLORIDA

Section 1. - [Establishment of new municipality.]

The municipality of Dunnellon, Florida, is hereby declared to be a legally incorporated and organized municipality under the various acts of the legislature of the State of Florida, and entitled to all the rights and privileges of a municipal corporation under the laws of the State of Florida. The existing municipal government of the Town of Dunnellon in the County of Marion and State of Florida, be and the same is hereby abolished.

All the provisions of Laws of Fla. ch. 6050 (1909), Laws of Fla. ch. 6340 (1911), Laws of Fla. ch. 6680 (1913), Laws of Fla. ch. 18503 (1937), Laws of Fla. ch. 18504 (1937), Laws of Fla. ch. 61-2090, Laws of Fla. ch. 67-1297, and Laws of Fla. ch. 67-1298 are hereby repealed.

Section 2. - [Ordinances, resolutions, etc., preserved].

All ordinances and resolutions heretofore passed, and all acts, deeds, contracts, and things heretofore done by and through the mayor and town council and other officers of said town not in conflict with the laws of this state, are hereby declared to be as legal and valid as if the record of such incorporation and organization had been in existence and upon record.

The title, rights and ownership of all property, both real and personal, uncollected taxes, dues, claims, judgements, decrees, choses in action, and all property and property rights held or owned by the municipality named "Town of Dunnellon" abolished by this act, shall pass to and be vested in the municipal corporation organized under this Charter to succeed the municipality abolished.

Section 3. - [Creation of new municipality.]

A municipality to be called the City of Dunnellon is hereby established in Marion County, the corporate limits and area of which shall be described as follows:

Beginning at the intersection of the west boundary line of Section 34, Township 16 South, Range 18 East, and the north bank of the Withlacoochee Backwater for a point of beginning; thence northerly along the west boundary of Section 34, and the west boundary of Section 27 to the northwest corner of the south half (S-½) of Section 27; thence easterly along the north boundary of the south half (S-½) of Section 27, and the north boundary of the south half (S-½) of Section 26, and the north boundary of the south half (S-½) of Section 25, all in Township 16 South, Range 18 East, and along the north boundary of the southwest quarter (SW-¼) of Section 30, Township 16 South, Range 1 East to the northeast corner of the southwest quarter (SW-¼) of said Section 30; thence southerly along the east boundary of the southwest quarter (SW-¼) of said Section 30 and the east boundary of the west half (W-½) of Section 31, Township 16 South, Range 19 East; and the east boundary of the west half (W-½) of Section 6, Township 17 South, Range 19 East, and the east boundary of the west half (W-½) of Section 7 Township 17 South, Range 19 East, to the intersection of said east boundary with the north bank of the Withlacoochee River; thence northwesterly along the north bank of the Withlacoochee River and the Withlacoochee Backwater of the point of beginning.

Section 4. - [Powers.]

Said municipal corporation shall have perpetual succession, may sue and be sued, plead and be impleaded, may condemn by the exercise of the right of eminent domain, purchase, lease, receive, and hold property, real and personal, within said city, and may purchase, acquire, receive and hold property, real and personal, beyond the limits of the city, to be used for the burial of the dead, for the erection of water works, electric light and other illuminating plants; for the establishment of poor houses, houses of detention and correction, for public parks and promenades and other public purposes that the mayor and city council may deem necessary and proper, and may sell, lease, or otherwise dispose of such property for the benefit of said city to the extent as a natural person may. Said city shall have the use of a common seal and may change it at pleasure.

Section 5. - [Additional powers.]

The city council shall have power to levy and collect taxes on all property taxable by law for state purposes; to levy and collect occupational license taxes on all privileges, businesses, trades, occupations, and professions which are operated, conducted, or engaged within the limits of said city, and the amount of such license tax shall be fixed by ordinance, which amounts of said taxes shall not be dependent upon a general state revenue law. To levy special assessments for public improvements, street paving, building, and sidewalks and improving public property and shall have the power and authority to levy and assess against property benefited thereby special assessments; to appropriate money and to provide for the payment of all debts and expenses of the city; to make regulations to prevent the introduction of the contagious diseases in the city; to establish hospitals, jails, houses of detention and correction, and to make regulations for the government thereof; to make regulations to secure the general health of the inhabitants and to prevent and remove nuisances; to provide for the cleaning and keeping in good sanitary condition all premises within the limits of the city; to provide the city with water by waterworks within or beyond the boundaries, by contract or otherwise; to provide for the extinguishment of fires and to organize and establish fire departments; to establish fire limits and to regulate the construction of buildings therein, and to prevent the construction of any building with inflammable material within such limits. To require the use of brick, stone, or concrete in the erection of all buildings in such limits.

To condemn and order removed, or remove, any building that may endanger the property of others when the owners of such building refuse to make the same safe; to provide for lighting of the city by contract or otherwise; to make appropriations; to open, alter, abolish, widen, extend, establish, pave, improve and keep in repair streets, alleys, and sidewalks; to sell, convey or lease the mining rights in any street or alley abolished or discontinued; to erect, establish, regulate, and keep in repair privies, culverts, sewers, and gutters; to grant rights and privileges to and upon streets, alleys, ways, and avenues of the said city for public utilities; to make appropriations for lighting streets and public buildings, and for erection of all buildings necessary for the use of the city; to license hackney carriages, carts, omnibuses, automobiles, wagons, and drays and to fix the rate to be charged for the carriage of persons and property within the city; to regulate the speed of trains, automobiles, motorcycles, and bicycles within the limits of the city; to prohibit and suppress all gambling houses, bawdy and disorderly houses and obscene pictures and literature; to regulate dance halls, poolrooms, and all places of public amusements, and all saloons; to regulate, restrain or prevent the carrying on of manufactories dangerous in causing or producing fires and to regulate the license for the sale of firearms and to suppress the carrying of concealed weapons; to prohibit and regulate the storage of combustible, explosive, or inflammable goods or materials or products of any kind; to provide for and to regulate the inspection of beef, pork, flour, meal, and other provisions, oils, whiskey, and other spirits; to regulate inspection of milk, butter, lard, and other provisions; to regulate the vending of meat, poultry, fish, fruits, and vegetables, to establish and regulate markets, and to require all fresh meats, fish, poultry, and vegetables to be sold therein; to regulate, tax, license, or suppress the keeping and going at large of all animals, including dogs, within the city limits, to impound the same, and in default of redemption in pursuance of the ordinance, to sell, kill, or otherwise dispose of the same; to establish pound limits within the city; to regulate weights and measures; to provide for enclosing, improving, and regulating public buildings and grounds belonging to the city in or out of the corporate limits; to purchase, lease, receive and hold property, real and personal, for the use and benefit of the city, and to sell, lease, mortgage or otherwise dispose of any and all of the corporate

property, both real and personal for the benefit of the said city; to erect, repair, alter, and change public buildings and to make any and all other improvements necessary for the city; to borrow money and pledge the corporate property, as security therefor, for making such improvements as may be necessary for the city; to regulate the anchorage or mooring of vessels, lighters, rafts, boats, and all other water craft in front of the streets, and all such property as may be owned or controlled by the city; to pass all ordinances necessary for the health, morals, convenience, and safety of the citizens; to secure peace and good order in the city and to carry out the further intent and meaning of this act and to accomplish the objects of this incorporation; to provide for the appointment of a police force; to punish resisting arrest or restraining process and obstructing or opposing any police officer of said city; to provide for the arrest of any persons violating any ordinance and for their punishment, upon conviction, by fines, forfeitures, penalties, imprisonment with or without labor; but no penalty shall exceed five hundred dollars, and no term of imprisonment shall be for a longer time than three months for the same offense.

Prior to purchase by the city of major items over $5,000.00, they shall be advertised for bids, except in cases where the health and welfare of the community will be jeopardized. Sealed bids shall be accepted and the purchase shall be authorized by a majority vote of the city council.

The city council shall be permitted to waive bidding requirements when, in the discretion of a majority of the council members, it is determined that it is in the best interest of the city to share a bid price with another entity.

No city parks, beaches or recreation areas shall be disposed of without a referendum approval by a majority vote.

Section 6. - [Powers granted by law.]

In addition to the rights, powers, and authority herein granted to the City of Dunnellon, the said city shall have and exercise all other rights, powers, and authority, including the powers of home rule granted by the constitution of the State of Florida and by the general laws of the State of Florida to incorporated cities, where the same are not in conflict with the provisions of this Charter.

Section 7. - [Powers vested in the city council.]

All the powers of the city shall be vested in the city council, except as otherwise provided by law or this Charter, and the city council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law. The city council shall have authority to create and establish such other offices of the said City of Dunnellon as may be necessary and to consolidate such offices so created by them, and to abolish the same upon the expiration of the term of any office so created.

Section 8. - Elections.

No person shall be eligible to hold office who shall not at the time of his election be a qualified elector of said city, residing within the territory thereof; and in case any officer shall remove his residence beyond the limits of said city his office shall thereby immediately become vacant. In case any vacancy [shall occur in any city office, such vacancy] shall be filled by a majority vote of all the members of the city council, and the person so appointed by the city council shall hold office until the next annual or special election of officers and until his successor is elected and qualified.

Section 9. - [Mayor as member of the city council.]

Effective with the December 1991 city election, one (1) seat on the city council will be filled by a mayor's position through an election process. This seat will be the mayor's position. Whereupon in the initial year of election seat number one will be the mayor's position. In subsequent years it will be known as the mayor's position.

Section 10. - [Mayor's court.]

Editor's note— Section 10 was editorially deleted as municipal courts were abolished by article V, section 20(d)(4) or the state constitution.

Section 11. - [Veto power of mayor's duties.]

Editor's note— Section 11 was editorially deleted as Ordinance No. 72-14, § 5, adopted on October 23, 1972, states that the mayor shall not have veto power.

Section 12. - Mayor's duties.

The candidate elected to Seat 1 shall be designated as the mayor. The mayor shall preside over all meetings of the city council, and shall execute documents and correspondence as authorized. City ordinance may provide other duties and responsibilities of the mayor.

Section 13. - [Impeachment of elected officers.]

Editor's note— Section 13 was editorially deleted as superseded by F.S. § 100.361, pertaining to municipal recall. The user's attention is directed to section 51 of this Charter.

Section 14. - [Vacancy.]

In the event of the death or absence of the mayor from the city, or his inability from sickness or other cause to discharge the duties of his office, the president pro tempore shall discharge the duties of the mayor.

Section 15. - City council.

(a) The legislative power of the corporation shall be exercised by a city council composed of five members who shall serve for a period of four (4) years and until their successors are elected and qualified. All members of said city council shall be elected in even -numbered calendar years beginning with three (3) members of said city council being elected in the calendar year of 2010, and one (1) member of said city council and the mayor being elected in an even-numbered calendar year beginning with the calendar year of 2012. Councilmembers may not serve more than two (2) consecutive terms of four (4) years, without an intervening period of at least one (1) year.

(b) To adjust the Councilmember's and Mayor's terms from two (2) to four (4) year staggered terms, the terms shall be configured as follows:

Mayor Seat 1 shall expire in 2012 - instead of 2011,

Seat 2 expires in 2010, Seat 3 expires in 2010 and Seat 4 expires in 2010.

Seat 5 shall expire in 2012 - instead of 2011.

Seat 1 and 5 shall be filled in 2012 for four (4) year terms. Seats 2, 3, and 4 shall be filled in 2010 for four (4) year terms.

(c) The city council shall be paid a salary of one hundred fifty dollars ($150.00) per month per council member.

Section 16. - [Quorum.]

The majority of the members of the city council shall be required to form a quorum for the transactions of business, but a smaller number may adjourn from day to day.

Section 17. - [City council powers.]

The city council of the City of Dunnellon shall have power to make and pass such bylaws and regulation and rules of order for the guidance of such city council and the conduct of its business as it may deem expedient and to enforce the same by fine or penalty, to compel the attendance of its own members at any and all meetings of said council and the appearance before it at any meeting of any other officer of said city.

Section 18. - [Ordinance adoption procedure.]

Editor's note— Ordinance 96-14 allowed section 18, pertaining to ordinance adoption procedure, to be editorially deleted an covered in F.S. ch. 166.

Section 18a. - City manager.

The city council shall appoint and remove a city manager by majority vote. The city manager shall appoint, remove, suspend, supervise and manage the department heads and all other city employees. The city manager will report directly to the city council.

The city manager shall be chief administrator of the city, and responsible for municipal administration. He or she shall enforce all ordinances and laws of the city and the orders of the city council and see that the same are duly observed and enforced. City ordinance shall provide for other powers and responsibilities of the city manager.

Section 19. - City clerk.

There shall be one office of city clerk and tax collector; and said official shall be empowered by the city manager. He or she shall be known and sign all documents, rolls, and papers as city clerk. He or she shall give such bond as the city council may require. He or she shall attend all special and regular meetings of the city council; and shall keep a record of all proceedings and acts of the city council and shall keep a record in books to be kept for the purpose of ordinances and resolutions passed by the city council. The clerk shall issue all occupational licenses and shall collect all taxes due the city and perform all such other duties as usually pertains to the office of city clerk and tax collector and as may be required.

Section 20. - [City clerk's duties.]

The city clerk shall also serve as city treasurer. He shall be known and designated as city treasurer and shall sign all documents and papers as city treasurer; he shall give such bond as the city council may require; he shall keep complete and correct accounts and records of all moneys received by him and paid out, and of all transactions of his office.

Section 21. - City treasurer.

The city treasurer shall pay out no funds of the city except upon the authorization of the city manager. The city treasurer shall not make any payment unless there are funds sufficient to meet or cover such payment.

Section 22. - Chief of police.

There shall be a chief of police appointed by the city manager of said city. He shall give such bond as the city council may prescribe. It shall be the duty of the chief of police to perform such duties as may

be proper to his office under the provisions of law, or required by ordinance. He shall have control of the police force, subject to the command of the city manager, and shall have police power of arrest.

Section 23. - [Chief of police's duties.]

The chief of police and members of the police force shall have power and authority to immediately arrest, with or without warrant, and take into custody any person or persons who shall commit, threaten, or attempt to commit in his presence or within his view, any offense prohibited by the ordinances of the city.

Section 24. - [Chief of police's powers.]

The chief of police and members of the police force in addition to the powers incident to their office, and as herein designated, shall possess common law and statutory power and authority of constables except for the service of civil process.

Section 25. - Sanitary inspector.

The city manager shall have power to require the [building inspector] to perform the duties of sanitary inspector and perform such other duties with reference to the inspection of property and premises and reporting the same, as the city council may require.

Section 26. - Director of public works.

Editor's note— Section 26 was deleted by Ordinance No. 02-07, adopted June 10, 2002.

Section 26a. - [Discrimination prohibited.]

It is hereby declared to be the public policy of the City of Dunnellon that all city employees shall be hired without regard to race, creed, color, religion, or national origin.

Section 27. - [Taxation.]

The city council shall have the power to raise by tax and assessment upon all real and personal property all sums of money which may be required for the maintenance, the improvement, and good government of the city and the carrying out of the powers and duties herein granted and imposed.

Section 28. - [Collection of ad valorem taxes.]

Editor's note— Section 28 of the Charter was editorially deleted as the county collects all ad valorem taxes pursuant to F.S. ch. 193 et seq.

Section 29. - [Tax levy.]

Taxes levied by the city council shall be certified to the county tax assessor and county tax collector and shall be levied by the county tax assessor and the county tax collector in accordance with the governing statutes of the State of Florida.

Section 30. - [Tax sales.]

Editor's note— Section 30 on sale of property for delinquent taxes was editorially deleted as covered by F.S. ch. 197.

Section 31. - [Jurisdiction.]

The city council shall have full and complete jurisdiction, charge, and control over all the public roads, public grounds, public parks, ways, avenues, streets, alleys, and all dedicated public property in the limits of said city, and shall have power to cause obstructions to be removed therefrom, and to restrain and regulate the use and occupation of the same by any person or corporation whatsoever to the end that the safety, comfort, and welfare of the public may be secured and preserved.

Section 32. - [Sidewalk regulations.]

The city council of the City of Dunnellon is hereby authorized by ordinance to regulate, provide for, and require the construction and repair of sidewalks and foot pavements along and in front of lots fronting or abutting upon any street, park, or other public place in said city, by owners of such lots; and if the owner or owners of any lot shall fail to comply with the provisions of such ordinance, the city council of said city may have the sidewalks or foot pavements constructed or repaired along and in front of any such lot, which from the date of completion of the work shall be a lien superior to all other liens, excepting any liens for taxes, upon such lots along and in front of which the sidewalk of foot pavement has been constructed or repaired and the cost thereof, with interest, may be assessed as a special tax against the lot along or in front of which such sidewalk or foot pavement was constructed or repaired, or the lien for the cost thereof, with interest, may be enforced against the property by suit at law or in equity. As soon as practicable and within thirty days after the construction or repair of any such sidewalks or foot pavements, the city council shall have prepared a statement of the cost thereof and shall have entered up in a book which shall be prepared for that purpose, and kept open to public inspections, during reasonable office hours, in the office of the city clerk, labeled "Street Improvement Lien Book," the amount of such cost, the date of the completion of the work, the lot upon which a lien is claimed, and such other information as the council may deem advisable; provided, however, that if the cost of such construction or repair shall be paid to the city within forty days after the completion of the work, no interest thereon shall be charged, and provided, further, that any person owing any lot or owning an interest therein, or having a lien thereon, shall have the right at any time within sixty days after the completion of the construction or repair of any sidewalk or foot pavement, to present to the city clerk a sworn petition to the city council stating his interest in the property and alleging that in the opinion of the petitioner the cost of the construction or repair of such sidewalk or foot pavement as entered up in the Street Improvement Lien Book exceeds the actual cost thereof, or is otherwise erroneously entered up, or exceeds the special benefits accruing to the lot affected by the lien.

If such petition is presented within said time to the city clerk, the city council shall hear and consider the petition and make due and proper inquiry into the question involved, and if it shall appear to their satisfaction that the cost as entered up is erroneously stated or entered up, or exceeds the special benefits accruing to the lot affected by the lien, the city council shall by resolution so declare and shall have the entry thereof in the Street Improvement Lien Book corrected, and shall fix the amount to be charged up against such lot at the amount not exceeding in the discretion of the city council, the special benefits accruing to such lot, and the amount so fixed shall stand as the amount of such lien, and any amount of such cost found to be in excess of special benefits shall be paid by the city. In all cases where no petition shall have been filed as herein before provided within sixty days after the completion of the construction or repair of any sidewalk or foot pavement, the cost thereof as entered up in said book shall become and be a fixed lien upon the lot. In no event shall the validity of such lien as primarily entered in said Street Improvement Lien Book, or as fixed by the city council on petition duly presented, be questioned in any direct or collateral proceeding instituted more than three months after the completion of the work, and a copy of the entry of any such lien in the Street Improvement Lien Book, certified by the city clerk under the corporate seal of the city, shall constitute prima facie evidence of the amount and existence of the lien upon the property described. Any person owning or interested in any lot upon which a lien exists shall have the right to pay off said lien in four quarterly installments, paying the first installment of one-fourth of the cost, with interest on the whole amount to date of payment within two months after the completion of the work; the second installment of one-fourth of the cost with interest to date of payment within five months after the completion; the third installment of one-fourth of the cost with interest to date of payment within eight months after completion, and the remainder with interest to date of payment within eleven months after the completion, but failure to pay any of such installments within

the time prescribed shall cause the whole amount to become due and payable, and it shall be the duty of the municipal authorities to enforce the payment of any such lien in all cases where the owner shall be in default of any payment more than three months. The word "lot" wherever used in any section of this Charter shall be construed to mean any lot, piece, or parcel, or other division or subdivision of land; and the word "street" wherever used shall be construed to mean street or part of street, and to include lanes, alleys, driveways, parkways, and all thoroughfares; and the word "park" wherever used shall be construed to include public squares, and all other places other than streets; and the word "work" shall be construed to include the purchase of all things necessary to be done under the ordinance; and the liens hereby created shall cover interest and all costs and expenses of publication of notices and costs of collection, including reasonable attorney's or solicitor's fees and commissions and court costs. The city authorities having charge of the collection of any lien whether provided for in this or other sections of this Charter shall have the right accept from any person owning or interested in any part of a lot which may be included with other lands in an entry in the Street Improvement Lien Book the proportionate of the amount covered by the lien, retaining a lien for the remainder of such amount upon the remaining lands, and shall have the right to accept from any person owning or having an undivided interest in any lot the proper proportionate of such lien, retaining a lien for the remainder of such amount the remaining undivided interest in said lot. All payments when made upon liens shall be noted in the Street Improvement Lien Book.

Section 33. - [Oath.]

All officers of said city before entering upon the duties of their offices shall take and subscribe to an oath to faithfully perform the duties of their office.

Section 34. - [Powers of officers.]

The officers of the City of Dunnellon shall have and exercise all the powers conferred by general law upon municipal officers, not inconsistent with the terms of this Charter. The said officers shall have the power to condemn lands and their appurtenances for the same purpose and in the same manner as is set forth and provided in the statutes of the State of Florida.

Section 35. - [Public improvements.]

The city council shall have exclusive power to make all public improvements and expenditures authorized by ordinance but shall let all contracts, in the amount of $5,000.00 or greater, to the lowest responsible bidder. The city council shall be permitted to waive the bidding requirements when it is determined that it is in the best interests of the city to share a bid price with another entity.

Section 36. - [Suits against the city.]

Editor's note— Section 36 was editorially deleted as covered by the waiver of sovereign immunity in F.S. § 768.28 and the repeal of the notice requirement by F.S. § 95.241(1979).

Section 37. - [City attorney.]

City council shall have the power to contract with an attorney at law to act as regular advisor of the city council and attorney for said city; the city attorney's duties and compensation shall be prescribed by ordinance or resolution.

Section 38. - [Compensation.]

The city council shall not change or increase or decrease the compensation of any elected officer during the term for which he is elected thereto.

Section 39. - Holding of elections.

(A) Candidates shall run for specific seats designed by number. The person receiving the highest number votes cast in a general or special election shall be elected. In case two or more persons

receive an equal and highest number of votes for the same seat, such persons shall participate in a run-off election which shall be held on the ~~first~~ third Tuesday in January following the general or special election. ~~after the first Monday in December.~~

[(B)] The city council shall provide for the holding of elections of the city and for canvassing the votes and certifying the results thereof.

[(C)] Each candidate for the office of city councilman shall, at the time of qualifying, pay a nonrefundable qualifying fee of $45.00 to the City of Dunnellon.

(D) The elections shall be held as near as may be in accordance with the provisions of the law governing elections for state officers, and the same form of ballot shall be used as is now provided by law for use in the election of state officers; and the city clerk shall have the official ballots prepared and printed. Any person desiring their name printed on the official ballot as a candidate for office shall, no earlier than noon of the 78th day to no later than noon of the 74th day before any election, file with the city clerk a petition signed by ten or more electors of said city, asking that their name be placed upon the official ballot for such office. The city council shall place upon the official ballot the names of those persons whose petitions have been filed within the time provided, and no other.

[(E)] The city council may authorize the use of voting machines in any and all of said elections.

Section 40. - [Ordinances continued.]

That all ordinances and resolutions heretofore adopted by the town council of the Town of Dunnellon and not heretofore repealed be, and the same hereby are, continued in force until repealed by said council.

Section 41. - [Streets.]

The city council of the City of Dunnellon shall have power, by ordinance, to regulate, require, and provide for the construction and repairing of streets and for the grading and paving of the same; and in all cases when the said city council shall determine to construct, grade, or repair any street, or any part thereof, requiring to be constructed, graded, or repaired, the city may order and have such work done and the amount expended, or to be paid therefor, shall be a lien on the lots fronting or abutting on such street, pro rata according to the number of lineal feet of said lots fronting or abutting on such street, and may be enforced or recovered in the same manner as provided for in Florida Statutes as set forth in relation to sidewalks and foot pavements, provided that the owners of the property on each side of the street, when such street shall be constructed, paved, graded, or repaired, shall only be liable for one-third of the actual cost of construction, paving, grading or repairing; one-third of which cost of such construction, paving, grading, or repairing shall be paid for by the City of Dunnellon as other improvements.

Section 42. - [City council rules and regulations.]

The city council of the City of Dunnellon shall have full power by ordinance to establish rules [and] regulations for the filing of all vacancies which may occur in the city government, and for such other elections as may be provided by law, to pass ordinances providing for and regulating the nomination of all candidates for office and for the conducting and calling of all elections.

Section 43. - [Voter qualifications.]

Any persons who shall possess the qualifications requisite for an elector at general state elections and shall have resided in said City of Dunnellon, Florida, for six months next preceding the election and shall have registered in the municipal registration books as shall be prescribed by ordinance shall be a qualified elector of the City of Dunnellon at all actions held therein; provided that state or county registration shall not be required to qualify as an elector to vote at any election in said city, and further provided that no person shall vote in any bond election held in said city who is not a qualified elector therein.

Editor's note— Section 43 has been superseded by the qualifications for electors which are established in F.S. §§ 166.032, 98.091(3) and 97.041.

Section 44. - [Bonds.]

The city council shall have the power with the approval of a majority of the votes cast by electors in said city to issue bonds of said city with such maturities and such interest, not exceeding, however, the rate of eight percent per annum, whenever it may be necessary for the purpose of building or repairing words of said city, for the widening and extension of streets, the improvement of public parks, for sewers and sewer systems, paving of streets and sidewalks, equipping, purchasing, and/or systems in and for said city, or for the payment of existing indebtedness, or for any other municipal purposes for which the City of Dunnellon is authorized to issue bonds, which shall be submitted to the registered voters of said city in such manner and after such notice as the city council may deem necessary, and should a majority of the votes actually cast at such election be in favor of the issuance of such bonds, it shall be unlawful for said City of Dunnellon to issue such bonds for such amount and for such purpose and with such maturities and such rates of interest. That when so authorized the city council of the City of Dunnellon shall have the power to issue such bonds for such purpose and in such amount provided that the total outstanding bonds issued under the provisions of this section shall at no time exceed twenty percent of the total value of property assessed in and by said city for taxation; provided that nothing in this section shall require an election to be held for the purpose of issuing bonds where an election is not now so required by the laws of the State of Florida.

Section 45. - [Certain acts validated.]

All acts, proceedings, assessments, both general and special, heretofore done, had, performed, or made by the City of Dunnellon or any officials of said city are hereby validated, ratified, and confirmed.

Section 46. - [Charter amendments.]

Editor's note— Ordinance No. 96-14 allowed section 46, pertaining to Charter amendment procedures, to be editorially deleted as covered in F.S. ch. 166.

Section 47. - [Notice.]

In all cases where notice is required by this Charter of acts, doings, proceedings, assessments, sales, or other legal notices, said notice shall be given at least one week in advance of such act, doing, proceeding, assessment, sale or event by publication in a newspaper published in the City of Dunnellon, and in addition such notice may in the discretion of the city council be posted in three public places in the City of Dunnellon, one of which shall be at the door of the city hall; provided that if there is no newspaper published in the City of Dunnellon, said notice shall be given at least one week in advance of such act, doing, proceeding, assessment, sale or event by publication in a newspaper published in Marion County, Florida, and by posting in three public places in the City of Dunnellon, one of which shall be at the door of the city hall; provided further, that if there is no newspaper published in Marion County, Florida, then said notice shall be given by posting as herein provided.

Section 48. - [Effective date.]

This act shall take effect immediately upon becoming a law, subject to the referendum as provided herein.

Section 49. - [Referendum.]

This act shall become effective only upon approval by a majority vote of the electors voting in a referendum election to be held in the City of Dunnellon, Marion County, Florida, at a general or special election to be called by the present town council of the Town of Dunnellon, Florida, prior to December 31,

1971. Such election shall be held in conformity with the laws and ordinances now in force relating to elections in the Town of Dunnellon, Florida.

In the event such election is not held as authorized and provided, this act is void.

Section 50. - [Form of ballot.]

All electors of the Town of Dunnellon, Florida, qualified to vote under the laws and ordinances now in effect, relating to elections in the Town Dunnellon, Florida, shall be qualified to vote in the election called for the purpose of ratifying this Charter. The ballot to be used in said election shall be in substantially the following form:

"Shall the legislative Charter providing a form of government for the City of Dunnellon, Florida, as passed by the 1971 legislature of the State of Florida, be adopted?

_____ FOR ADOPTION

_____ AGAINST ADOPTION"

Provided a majority of the qualified electors voting in said election vote "for adoption" then the provisions of this Charter shall become operative and be in full force and effect on, from and after the said date of said election.

Section 51. - [Recall of city councilman.]

Any or all members of the city council may be removed from office by the electors of the city pursuant to the method and procedures of F.S. § 100.361 and as subsequently amended.

Meeting Date: April 11, 2016

From (Dept): Finance

Signature: Jan Smith
Department Director

Approved for Agenda: Approved by E-Mail JB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: Amendment #1 to AGR#2015-21Kimley-Horn IPO#50 Choice Hotel CDBG Water Main Extension Project

SUMMARY EXPLANATION & BACKGROUND: Amendment #1 is for re-design based on new right-of-way (ROW) information provided by FDOT. FDOT provided erroneous ROW information at time of contract award. This change order has been approved by DEO.

FISCAL INFORMATION: Increase Kimley-Horn contract $5,000 for a total of $88,500. 100% grant funded

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign Amendment #1

Initiated by: js

Kimley»Horn

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED February 26th, 2016 to the agreement between the City of Dunnellon, ("Client" or "the City") and Kimley-Horn and Associates, Inc., ("Consultant" or "Kimley-Horn") dated August 3rd, 2015, ("the Agreement") concerning the "Choice Hotel CDBG Water Main Extension" project (the "Project").

Kimley-Horn has entered into the Agreement with the Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by the Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

ACCEPTED:

THE CITY OF DUNNELLON	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:
TITLE:_____ (Print Name and Title)	TITLE: Malcolm Lewis Bryant, P.E.- Associate (Print Name and Title)
DATE:_____	DATE: April 8, 2016

Exhibit A

Consultant shall perform the following Additional Services:

Task 1 – Additional Engineering Assistance

- Revise the construction plans based on the new FDOT right of way (ROW) information provided by the FDOT. The FDOT provided erroneous ROW location information that was used for the original design. Sections of the project need to be re-designed based on the new ROW information provided by the FDOT after the contract was awarded for construction.
- Revise the FDOT ROW permit.
- Revise the FDEP water main permit.
- Issue a construction contract change order or change notice.

Task 1 Lump Sum Fee of $5,000

G:\New Business\Public Sector\City of Dunnellon\2015\Choice Hotel CDBG WM Extension\Choice Hotel CDBG WM Amendment #1.docx

Fred Fox

From: Anderson, Tammy <Tammy.Anderson@deo.myflorida.com>
Sent: Tuesday, March 01, 2016 3:46 PM
To: Fred Fox
Cc: EEsch@dunnellon.org; Lewis Bryant (lewis.bryant@kimley-horn.com); David Fox; Melissa Fox; Amison, Geoff; Doherty, Roger
Subject: RE: City of Dunnellon CDBG Contract #15DB-OJ-05-52-02-E02

Fred:

I have reviewed a copy of the redesigned construction plans based on the new FDOT ROW. The request for change order (#1) increase in the amount of $5,000 is accepted. I will need a copy of the fully executed change order authorizing this work and I will also need a copy of all permits received as a result of this change order.

Conversely, on the issue of the gopher tortoises', I cannot include it in the above change order, however, you can prepare a separate change order (#2), and I will approve payment once the DEO endangered species environmental assessment requirement is satisfied and upon a clean report from the tortoise relocation professionals.

Feel free to contact me if you have questions or concerns.

Thank you.

Tammy Anderson
Government Operations Consultant II
Florida Department of Economic Opportunity
Florida Small Cities CDBG Program
107 East Madison St., MSC 400
Tallahassee, Florida 32399-6508
(850) 717-8425 (direct)
tammy.anderson@deo.myflorida.com
"Fair Housing - It's the law!"

From: Fred Fox [mailto:fred.fox@fredfoxenterprises.com]
Sent: Friday, February 26, 2016 4:57 PM
To: Anderson, Tammy <Tammy.Anderson@deo.myflorida.com>
Cc: EEsch@dunnellon.org; Lewis Bryant (lewis.bryant@kimley-horn.com) <lewis.bryant@kimley-horn.com>; David Fox <david.fox@fredfoxenterprises.com>; Melissa Fox <melissa.fox@fredfoxenterprises.com>
Subject: Re: City of Dunnellon CDBG Contract #15DB-OJ-05-52-02-E02

Tammy:

The City has entered into the construction phase of the above referenced contract and we have encountered two unrelated issues. These issues are as follows:

1. The first issue is DOT provided the City and the City's Engineer with incorrect date on the width of a portion of the US Hwy 41 right-of-way through which the water line connecting the two water systems is being run. Thus, the current design takes a portion of the water line through private property and not the US HWY 41 right-of-way, therefore the engineer is having to redesign the water line installation going thru this area. The engineer

also has to revise the DEP permit for the project to reflect the new water line route and develop a change order for the contractor to utilize the new water line route. The engineer is requesting a change order in the amount of five thousand dollars ($5,000.00) to carry out this work.

2. The contractor has encountered several gopher tortoise burrows along the water line route within the US Hwy 41 right-of-way. There appears to be at least two (2) active burrows along the water line route. The engineer is requesting a fee of eight thousand dollars ($8,000.00) to perform a gopher tortoise survey within the FDOT right-of-way, prepare the gopher tortoise relocation application and to work with the contractor to provide gopher tortoise relocation services.

3. There will also be a gopher tortoise mitigation bank fee of eight hundred dollars ($800.00) for each gopher tortoise being relocated. The City is requesting permission for the grant to cover this fee as well.

In addition to these three costs there will also be a contractor's change order for the additional work that has to be carried out by the contractor to relocated the water line being installed and the work related to the relocation of the gopher tortoises.

Before the City goes through the process of considering these change orders the City is requesting direction as to whether or not these fees, if approved, will be eligible grant expenses.

Fred D. Fox, President
Fred Fox Enterprises
221 Treasure Beach Road
St. Augustine, Florida 32080
Office Phone: (904) 810-5183
Cell Phone: (386) 937-1953

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Meeting Date: April 11, 2016

From (Dept): Finance

Signature: Sam Smith
Department Director

Approved for Agenda: Approved by E-Mail LB
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: Amendment #2 to AGR#2015-21Kimley-Horn IPO#50 Choice Hotel CDBG Water Main Extension Project

SUMMARY EXPLANATION & BACKGROUND: Amendment #2 is for gopher tortoise relocation. This change order has not been approved by DEO.

FISCAL INFORMATION: Increase Kimley-Horn contract $8,000 for a total of $96,500. 100% grant funded

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign Amendment #2 contingent upon DEO approval

Initiated by: js

Kimley»Horn

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED February 26th, 2016 to the agreement between the City of Dunnellon, ("Client" or "the City") and Kimley-Horn and Associates, Inc., ("Consultant" or "Kimley-Horn") dated August 3rd, 2015, ("the Agreement") concerning the "Choice Hotel CDBG Water Main Extension" project (the "Project").

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Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by the Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

ACCEPTED:

THE CITY OF DUNNELLON	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY: Malcolm L. Bryant
TITLE:_____ (Print Name and Title)	TITLE: Malcolm Lewis Bryant, P.E.- Associate (Print Name and Title)
DATE:_____	DATE: April 8, 2016

Exhibit A

Consultant shall perform the following Additional Services:

Task 1 – Gopher Tortoise Survey/Relocation

- Perform a gopher tortoise survey along the project limits within the FDOT ROW.
- Submit FWC gopher tortoise relocation application. Kimley-Horn will provide the application fee (up to $250).
- Coordinate gopher tortoise burrow excavation with the City's contractor and provide tortoise relocation services (up to 2 active burrows). The City will be responsible for the mitigation bank fee of $800 per gopher tortoise if needed.

Consultant and Client agree to the following general schedule in connection with the Additional Services set forth above:

- The Engineer will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

Task 1 Lump Sum Fee of $8,000

Fred Fox

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Sent: Tuesday, March 01, 2016 3:46 PM
To: Fred Fox
Cc: EEsch@dunnellon.org; Lewis Bryant (lewis.bryant@kimley-horn.com); David Fox; Melissa Fox; Amison, Geoff; Doherty, Roger
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After Action Report

After Action Report

View Permit Application

Summary (will be updated after submission)

Site/Unit	Gopher Tortoises Permitted	Gopher Tortoises Relocated > 129 mm	Male	Female	Juveniles
C. Herman Beville Ranch/Beville Ranch Phase 3	3	0	0	0	0
Choice Hotel WM/On Site	0	0	0	0	0

100% Survey Results

Date Completed 2/24/2016 MM/DD/YYYY

Number of Potentially Occupied Burrows 2

Gopher Tortoises Relocated

Select	View/Edit	Capture Date	Gopher Tortoise ID	Sex	Size	Weight	Health	Release Date	Site/Unit	Capture Method	Marking Type	Captured By

Add Delete Selected

Commensal Species Relocated

Select	View/Edit	Species	Number Relocated	Site/Unit

Add Delete Selected

Gopher Tortoise Nests Relocated

Select	View/Edit	Description	Number of Eggs	Site/Unit

Add Delete Selected

(●) Yes ( ) No This is the final After Action Report completing all activities authorized by this permit. Selecting YES will void this permit and nullify your recipient site reservation(s).

Comments

2 burrows were excavated on March 10th. Neither burrow showed signs of recent use and leaf litter was found in both burrows suggesting they were possibly being used by rodents. No tortoises were found. This constitutes the final action for this gopher tortoise relocation

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