

Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
June 13, 2016
5:30 P.M.

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

Call to Order

Pledge of Allegiance

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

Roll Call

Proof of Publication (Posted on the City's website and City Hall bulletin board on Friday, June 10, 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

April 27, 2016 Special Workshop
May 03, 2016 Special Workshop
May 04, 2016 Workshop
May 11, 2016 Special Workshop

Documents: [cwm20160427_Special.pdf](#), [cwm20160503_Special.pdf](#), [cwm20160504.pdf](#),
[cwm20160511_Special.pdf](#)

2. CITY COUNCIL MINUTES

April 20, 2016 Special Council Meeting
May 09, 2016 Council Meeting

Documents: [cmm20160420_Special.pdf](#), [cmm20160509.pdf](#)

3. APPROVE PURCHASE REQUESTS 2016085-2016086 FOR FLATBED UTILITY TRAILER

Documents: [purchaserequisition2016085_2016086_flatbedtrailer.pdf](#)

4. AUTHORIZE MAYOR TO SIGN GWP CHOICE HOTEL WATER MAIN EXTENSION, AGREEMENT #AGR2016-12, CHANGE ORDER #3 IN THE AMOUNT OF \$18,279.60

Documents: [gwpchangeorderno3.pdf](#)

5. AWARD RFP #BID2016-06 TO FLORIDA MUNICIPAL SERVICES AND AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-21

Documents: [BID2015_06_AGR2016_21_BuildingInsp_CodeEnfSvc.pdf](#)

6. AUTHORIZE MAYOR TO SIGN TPO INTERLOCAL AGREEMENT #AGR2016-29

Documents: [AGR2016_29TPO Creation Interlocal Agreement.pdf](#),
[EMAIL_WITH2004TPO.pdf](#)

7. AUTHORIZE MAYOR TO SIGN FOX CHAPEL IRON WORKS AGREEMENT #AGR2016-30

Documents: [AGR2016_30_FoxChapelIronWorks.pdf](#)

CONSENT AGENDA APPROVAL

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

REGULAR AGENDA

8. INTRODUCTION OF NEW OFFICER, ELDON RAINES

9. CITY OF DUNNELLON FAIR HOUSING WORKSHOP

- *Fair Housing Power Point Presentation - Fred Fox Enterprises*

Documents: [fairhouse_pop.pdf](#), [FAIR HOUSING POWER POINT JUNE 2016 DUNNELLON.pdf](#)

10. FIRST READING ORDINANCE #ORD2016-05, REZONING #REZ2016-01, 20831 POWELL ROAD

PROPOSED MOTION: I move Ordinance #ORD2016-05 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-05 be approved.

Documents: [ORD2016_05_First Baptist Rezoning_REZ2016_01_1stdraft.pdf](#)

11. FIRST READING ORDINANCE #ORD2016-06, CHARTER REFERENDUM

PROPOSED MOTION: I move Ordinance #ORD2016-06 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-06 be approved.

Documents: [ORD2016_06_Charter Changes_city manager_2nddraft.pdf](#)

12. FIRST READING ORDINANCE #ORD2016-07, PARKING TICKET AMENDMENTS

PROPOSED MOTION: I move Ordinance #ORD2016-07 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-07 be approved.

Documents: [ORD2016_07_Parking Ticket Amendments.pdf](#)

13. FIRST READING ORDINANCE #ORD2016-08, BOATING TICKET AMENDMENTS

PROPOSED MOTION: I move Ordinance #ORD2016-08 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-08 be approved.

Documents: [ORD2016_08_Boating Ticket Amendments.pdf](#)

14. BB&T REFINANCE REQUEST LETTER

PROPOSED MOTION: I move to authorize the Mayor to sign the BB&T Refinance Request letter as presented at the 6/9/2016 workshop.

Documents: [BBT_ltr.pdf](#), [BBT_email.pdf](#)

15. CITY LIEN ON 20717 WALNUT STREET

PROPOSED MOTION: I move to accept receipt of \$3,000.00 to be paid to the City to release Lien #Lien2012-43 for 20717 Walnut Street and waive the balance of \$2,675.10 in lien fees, admin/recording cost and interest. (Interest was previously reduced by 50% by City Council on 5/9/2016.)

Documents: [Lien Reduction Schedule 052316.pdf](#)

16. UPDATE ON EDUCATION AND QUESTION MATERIAL FOR TAX PAYER SURVEY AND MEETING WITH MARION COUNTY

17. APPROVE EVALUATION OF CITY MANAGER

PROPOSED MOTION: I move the 2016 City Manager evaluation be approved.

Documents: [2016_Esch_CombinedAnnual Evaluation_20160608.pdf](#)

18. COUNCIL LIAISON REPORTS AND COMMENTS

19. CITY MANAGER'S REPORT

20. CITY ATTORNEY'S REPORT

21. ADJOURN

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

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

**CITY OF DUNNELLON
SPECIAL CITY COUNCIL WORKSHOP**

DATE: April 27, 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 5:35 p.m. and led the Council in the Pledge of Allegiance. He asked if any invitee or volunteer was present to open with prayer. Pastor Tom Welch provided the invocation.

ROLL CALL

The following members answered present at roll call:

Vacant, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Vice-Mayor, Seat 4
Richard Hancock, Seat 5

COUNCIL ABSENT

Nathan Whitt, Mayor, Seat 1

STAFF PRESENT

Eddie Esch, City Manager
Dawn Bowne, City Clerk
Chief Mike McQuaig, Police Dept.
Lt. Troy Slattery, Interim Fire Chief
Jan Smith, Finance Dept.
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, April 22, 2016.

Vice-Mayor Green read the following statement into the record that was provided by Mayor Whitt via email to the City Manager:

"I unfortunately have to miss this workshop tonight as I had made business travel plans well before this meeting was called. I have read the entire study and am very impressed and fully aware of the potential positive impacts that implementation of an assessment could have. I have been asking our city council to fund this fire assessment study now for almost 3 years, so it is wonderful to finally see it come to fruition. I applaud the

efforts of Tindale Oliver for compiling all of the data and hard facts to present these potentially game changing findings for the City of Dunnellon.”

Vice-Mayor Green welcomed the representatives from Tindale Oliver.

AGENDA ITEM NO. 1 – REVIEW OF THE DRAFT FIRE ASSESSMENT STUDY – TINDALE OLIVER (3 ATTACHMENTS)

Nilgun Kamp and Steve Tindale of Tindale Oliver provided a brief PowerPoint presentation, *which is attached hereto and made a part of these minutes*.

In summary, Ms. Kamp provided the following findings:

1. Currently, the City of Dunnellon assesses 7.5 mils of property tax out of a possible 10 mils. This millage results in approximately \$1.06 million in revenues annually, or approximately \$141,000 per mil. With a FY 2016 funding requirement of approximately \$312,000, the Dunnellon Fire/Rescue Department requires over 2.36 mills of property tax revenues annually.
2. If Marion County assumes the responsibility to provide fire rescue services, the City of Dunnellon residents are likely to be required to pay the associated County assessment for fire rescue services as well as 0.77 mils of additional property taxes for the County’s medical services that are not recouped through the County’s assessment program. Currently, any County assistance is provided through a mutual aid agreement between the City and County at no additional cost to Dunnellon residents.
3. The funding requirement for the City to continue operating the fire department is determined to be \$340,000.00, which does not provide for capital improvements. The Marion County fire assessment which equates to \$390,000.00 would provide \$50,000.00 for capital improvements.

Ms. Kamp reviewed the Assessable Budget expenses and revenues as well as the Data by Land Use Categories and associated cost allocations. She discussed the Residential and the Vacant Land Tiering Options as well as exemptions and discounts. Ms. Kamp explained the Insurance Services Office (ISO) Rating and how it is determined.

There was also much discussion regarding the potential decrease in the level of service (response time) if the service is provided by Marion County.

Councilman Dillon stated he was of the understanding that the study would provide information on the current value of the department’s equipment and capital as well as future needs.

Mr. Oliver stated this was not provided for in the scope of services. Ms. Kamp stated this could certainly be addressed during the next phase of the study.

Vice-Mayor Green asked when the study was completed. Mr. Oliver stated a few weeks ago. Mr. Esch added there have been several drafts prior to the study being finalized. Vice-Mayor Green asked for the date of the first draft. Mr. Esch replied it was approximately one month ago. Vice-Mayor Green stated he felt that Council should have been involved in the process, beginning with the first draft. Mr. Oliver stated it is common for staff to work through several drafts before making a presentation to Council.

Vice-Mayor Green asked if the study addresses only the "Fire Service". Mr. Oliver explained that the services analyzed also include first response/rescue services, limited to BLS (Basic Life Support), which is currently provided by the department.

Vice-Mayor Green discussed the capital needs of the department, and emphasized the Council must consider what the City can afford. Mr. Oliver stated this can be analyzed in the next phase of the study. However, there would be no way the City could compete with the County in this respect. He stated response time would be the tradeoff.

Ms. Kamp referred to the Phase 2 Analysis Preliminary Schedule and implementation. ***These documents are also attached hereto and made a part of these minutes.***

Councilman Hancock emphasized the requisite for a capital need assessment, pointing out that the City is practically starting with none. He asked if he was correct in that Phase 2 of the assessment would cost an additional \$22,000.00. Mr. Oliver replied yes. Councilman Hancock asked if he is correct in his understanding that this would increase the funding requirement from \$340K to \$352K. Mr. Oliver replied yes. Councilman Hancock asked if the \$390K County assessment includes the .77 mils. Mr. Oliver replied yes.

Councilman Hancock asked for the statistical values of advalorem vs. non-advalorem users who would be impacted by an assessment. Mr. Esch stated he believes approximately 27% of users do not pay advalorem tax due to homestead exemption. Councilman Hancock said it is essential to understand how many additional users will be assessed in addition to the taxpayers, and this information should have been provided in the study. Mr. Oliver stated this data could be collected and provided to the City at no additional cost.

Councilman Hancock stated ultimately, he is not pleased with either option, considering that the County is capable of providing the necessary capital, but the City is able to provide a faster response time. He said the proper service level and capital needs must be identified. He further discussed methodologies in comparing the options.

Mr. Esch stated there had been discussion with regard to placing the assessment option on a referendum. Mr. Oliver stated it is not required, and rarely passes. He suggested holding meetings to solicit public input.

AGENDA ITEM NO. 2 – PUBLIC COMMENTS

Joan Duggins, 19687 SW 88th Loop, stated she would like to see the City keep the fire department without raising fees or taxes.

Mary Ann Hilton, 12078 Palmetto Court, discussed current level of service, medical transportation and calls outside of the city limits.

Brenda D’Arville, 11661 Camp Drive, stated she feels new commercial construction should be factored into the analysis, i.e. Hotel & Wendy’s.

Tom Welch, P.O. Box 143, commented on the cost of the study

Dominic Battista, 19860 SW 93rd Lane, commented on response times.

Penny Fleeger, 11735 E. Blue Cove Drive, commented on response times.

Pete Markwater, 19860 SW 93rd Place, commented on Council having good intentions.

It was the consensus of the Council to move forward with Phase 2 of the Analysis if the additional statistical information with regard to advalorem vs. non-advalorem users can be provided at no additional cost.

The meeting was adjourned at approximately 7:50 p.m.

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

City of Dunnellon Fire Assessment Study



DRAFT Results
April 27, 2016





Presentation Overview

- 1 Background/Purpose**
- 2 Findings of Technical Study**
- 3 Phase 2 Considerations**
- 4 Next Steps**



Background

- ◎ Fire Department Funded with **General Fund**
 - City-wide millage rate nearing the cap (**7.5-mills**)
- ◎ Potential Options:
 - **Fire assessment**
 - **Contract with the County**



Purpose

- ◎ Review results of Phase 1 analysis
- ◎ Obtain input from the City Council





Summary of Results

- ◎ County Service:
 - ✓ Longer response time
 - ✓ More expensive for most
- ◎ Fire Rescue Funding:
 - ✓ Assessment or Millage: \$340,000
 - ✓ Marion County Charges: \$390,000
 - Allows \$50,000 for capital



Presentation Overview

- 1** Background/Purpose
- 2** Findings of Technical Study
- 3** Phase 2 Considerations
- 4** Next Steps



Methodology

- ◎ Determining the assessable budget
 - Fire protection and first response
- ◎ Benefit to property
 - Resource-based
- ◎ Equity among land uses



Findings of Technical Study

Calculation Components:

- 1) Assessable budget
- 2) Demand by land use
- 3) Allocation by land use
- 4) Calculated assessment



1) Assessable Budget

- ◎ Measures portion of the budget that can be funded with fire assessment
- ◎ Per case law, includes expenses associated with EMS
 - ✓ DFRD only provides fire and first responder services
- ◎ FY 2016 Assessable Budget ≈ \$340,000



1) Assessable Budget

Steps in Determining Assessable Budget:

- 1) Review of expense/revenues
- 2) Plus: assessment-related factors





1) Assessable Budget

1) Review of Expenses/Revenues:

Description	FY 15/16 Budget
Personal Services	\$265,166
Operating	\$32,490
Maintenance	\$9,594
Training	<u>\$4,585</u>
<i>Subtotal Expenses</i>	<i>\$311,835</i>
Less: Fire Fees & Charges	\$3,500
Net Expenses	\$308,335



1) Assessable Budget

2) Assessment-Related Factors:

Description	FY 15/16 Budget
Study Reimbursement	\$10,000
Statutory Discount	\$15,917
Assessment Collection Costs	<u>\$6,367</u>
Total Misc. Expenses	\$32,284



1) Assessable Budget

Assessable Budget Summary:

Description	FY 15/16 Budget
Expenses	\$311,835
Less: Revenues	- \$3,500
Miscellaneous Expenses	<u>+ \$32,284</u>
Total Funding Requirement	\$340,619



2) Demand by Land Use

- Multiple years: 2010 through 2014
- Multiple variables:
 - ✓ Number of incidents by land use
 - ✓ Duration
 - ✓ Personnel/vehicles



2) Demand by Land Use

Staff Time:

- # of incidents x avg. duration x avg. staff on scene

Vehicle Time:

- # of incidents x avg. duration x avg. vehicles on scene

Total Resources:

- staff time + vehicle time



2) Demand by Land Use

Description	Distribution by Land Use		
	Total Incidents	Frequency Distribution	Resource Distribution
Single Family/Duplex/Mobile Home	980	46.8%	47.2%
Multi-Family Residential	335	16.0%	12.7%
Commercial/Industrial	522	24.9%	25.7%
Institutional	57	2.7%	2.8%
Government	133	6.4%	7.1%
Vacant Land	<u>66</u>	<u>3.2%</u>	<u>4.5%</u>
Total	2,093	100.0%	100.0%



2) Allocation by Land Use

Description	Resource Distribution		Tax Base Distribution	
	%	Budget	%	Budget
Single Family/Duplex/ Mobile Home	47.2%	\$160,772	51.0%	\$173,716
Multi-Family Residential	12.7%	\$43,259	4.8%	\$16,350
Commercial/Industrial	25.7%	\$87,539	37.2%	\$126,710
Institutional	2.8%	\$9,537	0.8%	\$2,725
Government	7.1%	\$24,184	0.0%	\$0
Vacant Land	<u>4.5%</u>	<u>\$15,328</u>	<u>6.2%</u>	<u>\$21,118</u>
Total	100.0%	\$340,619	100.0%	\$340,619



4) Calculated Assessment

Description	Unit	FY 2016 Assessed Costs	Number of Units	Calculated Rate
Single Family/Duplex/Mobile Home	Du/site	\$160,772	801	\$200.71
Multi-Family Residential	Du	\$43,259	208	\$207.98
Commercial/Industrial	Sq Ft	\$87,539	828,565	\$0.11
Institutional	Sq Ft	\$9,537	265,060	\$0.04
Government	Sq Ft	\$24,184	61,341	\$0.39
Vacant Land	acre	\$15,328	1,079	\$14.21



4) Calculated Assessment

Residential Tiering Option

Description	Unit	Avg Size (sq ft)	Size-Based	Avail. Based	Combined Rate
Single Family/Duplex					
- Less than 1,250 sq ft	Du	919	\$134.48	\$200.71	\$180.84
- 1,250 to 2,000 sq ft	Du	1,599	\$234.83	\$200.71	\$210.95
- Greater than 2,000 sq ft	Du	2,611	\$383.36	\$200.71	\$255.51
Mobile Home	Du	1,360	\$198.70	\$200.71	\$200.11
Multi-Family	Du	734	\$112.31	\$207.98	\$179.28
<i>All Homes</i>		<i>1,370</i>			
Weight Factor			30%	70%	



4) Calculated Assessment

Vacant Land Tiering Option

Size	Number of Parcels	Total Acreage	Flat Rate: \$20.52/parcel	Variable Rate: \$4.26/acre	Total	Total per Acre	Total per Parcel
<1 acre	470	144.17	\$9,644	\$614	\$10,258	\$71.15	\$21.83
1.00 – 4.99 acres	30	60.96	\$616	\$260	\$876	\$14.37	\$29.20
5.00 – 9.99 acres	7	54.30	\$144	\$231	\$375	\$6.91	\$53.57
10.00 – 19.99 acres	8	110.35	\$164	\$470	\$634	\$5.75	\$79.25
20.00 or more acres	<u>8</u>	<u>709.53</u>	<u>\$164</u>	<u>\$3,023</u>	<u>\$3,187</u>	\$4.49	\$398.38
Total	523	1,709.31	\$10,732	\$4,598	\$15,330	-	-

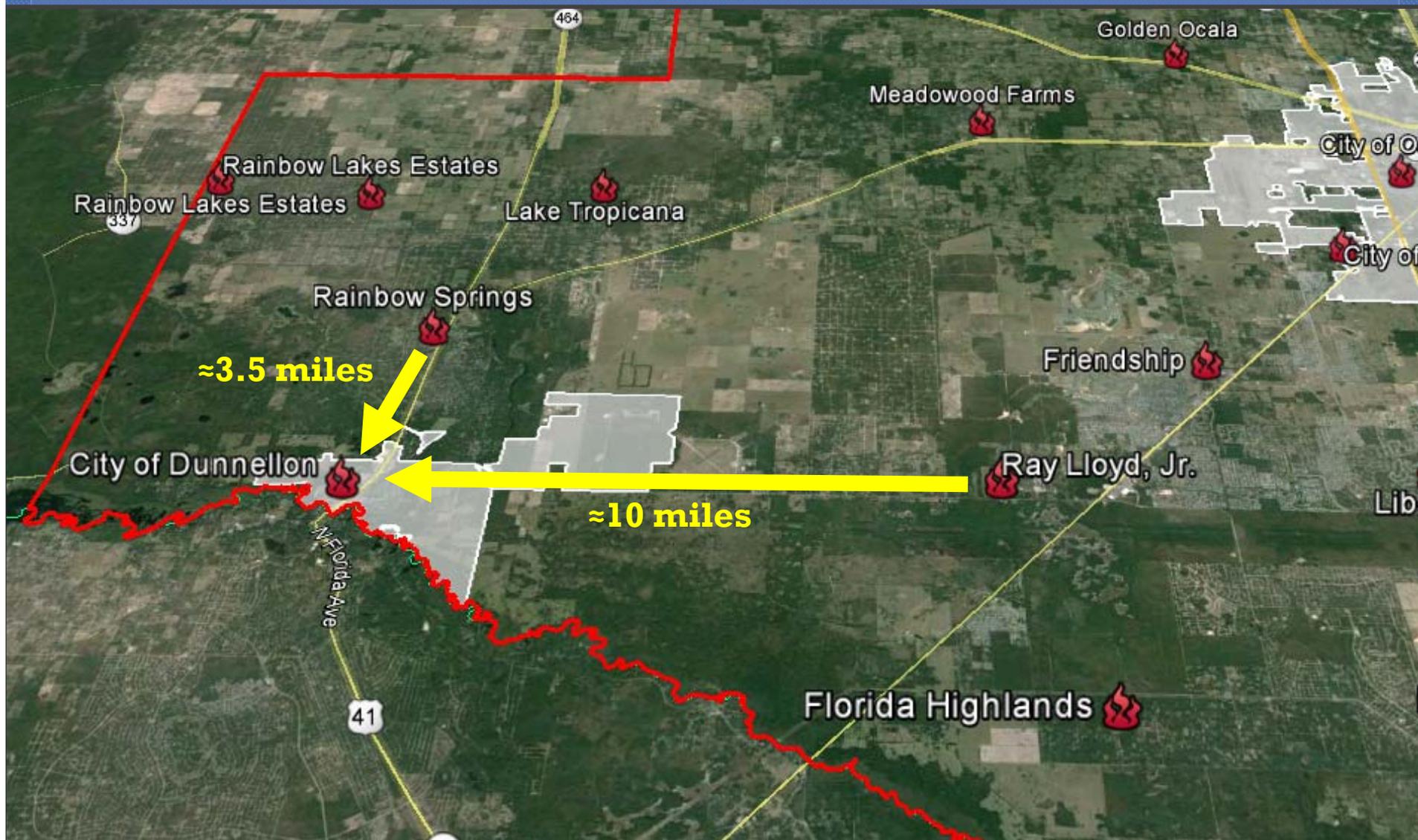


Marion County Fire Rescue

- Option to relinquish fire/rescue services to County
- Service from Rainbow Springs and Ray Lloyd, Jr. Stations
 - ✓ *≈3.5 and 10 miles away, respectively*
- Potential decrease in level-of-service (response time)



Fire Station Locations





Marion County Fire Rescue

Residents subject to:

- County's fire assessment rate
- County's dedicated EMS millage (0.77 mils)





Marion County Fire Rescue

Description	Unit	EMS Avg. Millage	MCFR Assessment	Total	Dunnellon Assessment	% Diff
Single Family/ Duplex/Mobile Home	Du/site	\$61.28	\$165.99	\$227.27	\$200.71	13.2%
Multi-Family Residential	Du	\$22.37	\$165.99	\$188.36	\$207.98	-9.4%
Commercial	Sq Ft	\$0.04	\$0.1135	\$0.1535	\$0.11	39.5%
Industrial	Sq Ft	\$0.04	\$0.0706	\$0.1106	\$0.11	0.5%
Institutional	Sq Ft	\$0.00	\$0.1431	\$0.1431	\$0.04	257.8%
Government	Sq Ft	\$0.00	\$0.00	\$0.00	\$0.39	-100.0%
Vacant Land	acre	\$5.48	\$1.03	\$6.51	\$14.21	-54.2%



Marion County Fire Rescue

Residential Tiering Option

Description	Unit	MCFR Total	Dunnellon Assessment	% Difference
Single Family/Duplex				
- Less than 1,250 sq ft	Du	\$227.27	\$180.84	+25.7%
- 1,250 to 2,000 sq ft	Du	\$227.27	\$210.95	+7.7%
- Greater than 2,000 sq ft	Du	\$227.27	\$255.51	-11.1%
Mobile Home	Du	\$227.27	\$200.11	+13.6%
Multi-Family	Du	\$188.36	\$179.28	+5.1%



Revenue Estimates

Potential Revenue*

○ Fire Assessment	\$340,000
○ Marion County Rates	\$390,000

* Does not account for \$20K to \$25K loss due to legally required exemptions



Presentation Overview

- 1 Background/Purpose**
- 2 Findings of Technical Study**
- 3 Phase 2 Considerations**
- 4 Next Steps**



Phase 2 Considerations

Fire Rescue Service Quality

- ◎ Response Time vs. Cost

Fire Rescue Needs

- ◎ Operations \$340,000/year
- ◎ Vehicle/capital replacement/
addition N/A



Phase 2 Considerations

Fire Rescue Funding

- Increase Millage (currently at **7.5-mils**)
- Implement an assessment program
 - ✓ **Can reduce millage**
- Combination of millage and an assessment program



Phase 2 Considerations

Fire Rescue Funding

- Assessment and/or Millage: **\$340,000**
- Implementing an assessment at Marion
County levels: **\$390,000**
 - ✓ Provides **\$50,000** for capital per year



Phase 2 Considerations

Fire Assessment Program Policy Decisions:

- Implementation level/phase-in
- Exemptions
- Residential tiering
- Non-residential cap
- Vacant land



Presentation Overview

- 1 Background/Purpose**
- 2 Findings of Technical Study**
- 3 Phase 2 Considerations**
- 4 Next Steps**



Next Steps

- ◎ City Council Input
- ◎ Phase 2 Analysis
- ◎ Implementation Process



Thank You!

Discussion/Questions





CITY OF DUNNELLON FIRE/RESCUE ASSESSMENT TECHNICAL STUDY

DRAFT Report
April 20, 2016



Prepared for:
City of Dunnellon

20750 River Dr.
Dunnellon, Florida 34431
ph (352) 465-8500

Prepared by:

Tindale Oliver

1000 N. Ashley Dr., Suite 400
Tampa FL 33602
ph (813) 224-8862
fax (813) 226-2106
nkamp@tindaleoliver.com



**CITY OF DUNNELLON
FIRE/RESCUE ASSESSMENT TECHNICAL STUDY**

Table of Contents

I. Introduction 1

II. Non-Ad Valorem Fire/Rescue Assessment..... 6

 Fire/Rescue Assessment Funding Requirement 6

 Fire/Rescue Incident Data by Land Use Categories 8

 Fire/Rescue Assessment Cost Allocation 9

 Land Use Data and Calculated Rates 9

 Alternative Scenarios 11

III. Marion County Fire Rescue 15

Appendices:

- Appendix A: City of Dunnellon Fire Department Incident Data
- Appendix B: Rate Category Classification Tables

CITY OF DUNNELLON

FIRE/RESCUE ASSESSMENT TECHNICAL STUDY

I. Introduction

Located in Marion County, the City of Dunnellon has a population of 1,750 within approximately 7.5 square miles. The Dunnellon Fire/Rescue Department (DFRD) provides fire protection and basic life support services to City residents through a combination of paid and volunteer fire fighters. Over the past five years, the Department achieved an average response time of less than 3 minutes. The Department is funded through the General Fund with an annual budget ranging from \$312,000 to \$356,000 over the past three years, which is one of the largest departmental budgets in the City. Given the importance of fire rescue services to the health and safety of residents, the City is exploring potential funding options for the fire rescue services and retained Tindale Oliver (TO) to prepare the technical study supporting the development of the City's fire/rescue special assessment program as well as explore other available funding options.

Fire/rescue assessments are used to fund the capital and operating costs associated with providing fire protection services to properties within many Florida cities and counties. The purpose of this study is to calculate fire/rescue assessment rates that are based upon the most current and appropriate available data for providing fire/rescue services within the city. In addition, this report also provides an evaluation of two alternative funding options, including:

- Ad valorem tax revenue/general fund (current method); and
- Relinquishing fire/rescue responsibilities to Marion County Fire/Rescue.

Ad valorem tax revenues are based on the value of the property and places the burden on each property in proportion to its value. However, due to homestead exemptions and the Save Our Homes cap on annual rate increases, the market value and taxable value of a home could be significantly different. Therefore, two similar homes may end up paying very different levels of taxes. The recent legislation that provides the portability of the homestead exemption may reduce the variation between newly purchased homes and those owned by the same owner for several years.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

Currently, the City of Dunnellon assesses 7.5 mils of property tax out of a possible 10 mils. This millage results in approximately \$1.06 million in revenues annually, or approximately \$141,000 per mil. With a FY 2016 funding requirement of approximately \$312,000, the Dunnellon Fire/Rescue Department requires over 2.36 mils of property tax revenues annually.

If Marion County assumes the responsibility to provide fire rescue services, the City of Dunnellon residents are likely to be required to pay the associated County assessment for fire rescue services as well as 0.77-mils of additional property taxes for the County's medical services that are not recouped through the County's assessment program. Currently, any County assistance is provided through a mutual aid agreement between the City and County at no additional cost to Dunnellon residents.

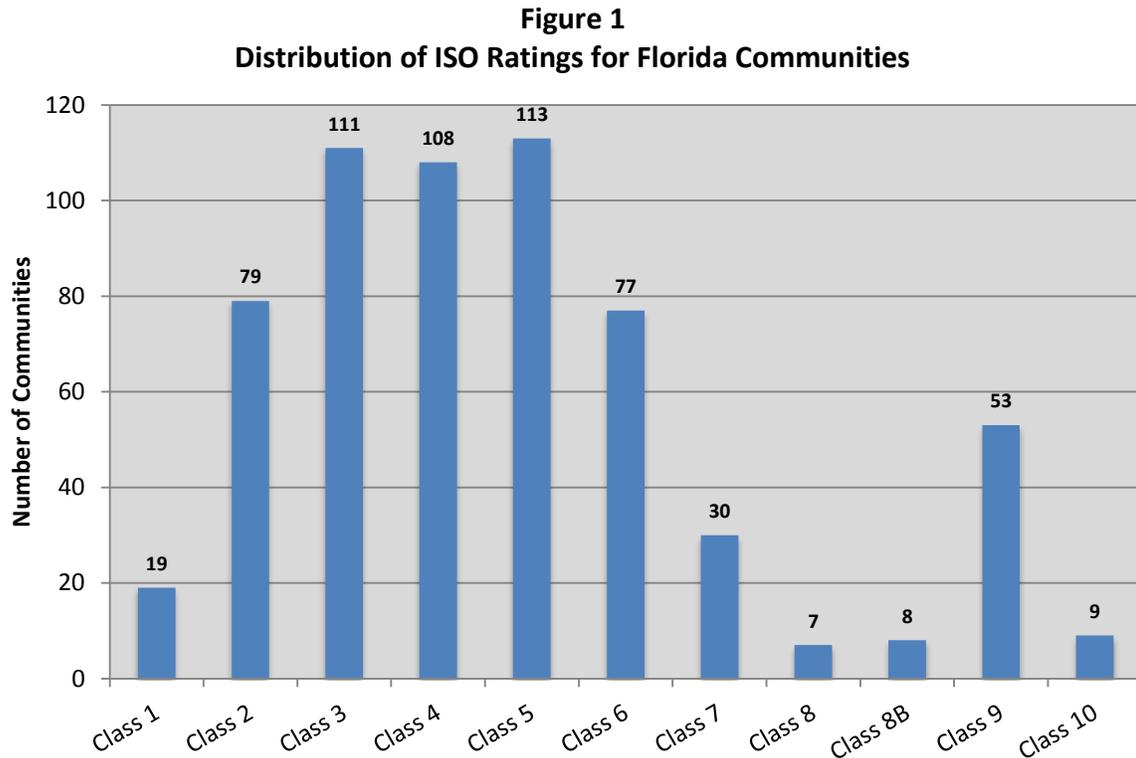
This report includes a comparison of potential cost for different property types under each scenario.

Insurance Services Office (ISO) Rating

Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

DFRD’s current ISO rating is Class 6/9. Research on insurance premiums suggest that improvements on ISO ratings could result in significant savings. For example, an improvement from Class 9 to Class 4 tends to reduce insurance premium by 30 percent to 50 percent. **Figure 1** presents the distribution of ISO Ratings for Florida communities.



Source: Insurance Services Office; Public Protection Classification

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose non-ad valorem assessments for fire services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). Under Florida case law, the services or improvements funded by the assessment must provide “special benefit” to property, and the assessment methodology must apportion the costs in a fair and reasonable manner among the benefitted properties. A local government’s legislative determination as to the existence of special benefits and as to the fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. See Sarasota County v. Sarasota Church of

DRAFT RESULTS – FOR DISCUSSION PURPOSES

Christ, Inc., 667 So.2d 180 (Fla. 1995). So far as the criteria utilized to establish valid non-ad valorem assessments and apportion assessments fairly among benefitted properties, a combination of call data within land use categories, duration of calls and the size of assessable properties was used. Such criteria have been frequently upheld by Florida as reasonable and not arbitrary. See Desiderio, 39 So.3d 487; South Trail Fire Control District, Sarasota County v. State of Florida, 273 So.2d 380 (Fla. 1973). Therefore, the methodology proposed here is reasonable and not arbitrary.

In City of North Lauderdale v. SMM Properties, the Florida Supreme Court determined that, although traditional fire protection and first responder services were appropriate services to be funded by a non-ad valorem assessment, emergency medical services did not provide the required special benefit to the assessed property. The North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services.

The fire protection assessment methodology contained in this report is consistent with the above Florida Supreme Court ruling since DFRD provides only fire protection and BLS services and does not provide advanced life support (ALS) services.

The authority of local governments to adopt and impose special assessments for fire services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, No. SC14-350 (May, 2015).

II. Non-Ad Valorem Fire/Rescue Assessment

There are four components in determining the fire protection assessment rate schedule:

- Determination of fire/rescue funding requirement
- Distribution of fire/rescue incidents and resources by property rate category
- Determination of fire/rescue assessment allocation
- Distribution of units by land use rate category

These four components are discussed in further detail below, resulting in the calculated fire/rescue assessment rate schedule for the City of Dunnellon.

1. Fire/Rescue Assessment Funding Requirement

The first component in determining the City's fire/rescue assessment rates is to calculate the total assessable fire funding requirement. To accomplish this, DFRD's proposed fire budget for FY 2016 was reviewed, including personnel, operating, maintenance, administrative and other expenditures. More specifically, the following adjustments were made to the proposed FY 2016 budget:

DFRD's total assessed cost funding requirement for FY 2016 is approximately \$340,000.

- Given that DFRD provides only the fire/rescue and BLS services, the entire budget is eligible to be included in the assessment calculations.
- An analysis of the revenue sources indicated that there is a small amount of dedicated revenue from fire fees and charges that are collected. This amount was subtracted from the Department's expenditures.
- Miscellaneous assessment expenditures, such as the statutory discount, collection costs, and the technical study reimbursement, were added to the assessable costs. At this time, the City does not have an agreement with the Tax Collector or the Property Appraiser to charge and collect the fire assessment. For the purposes of this initial analysis, this charge is estimated at 2% of collections.

As presented in **Table 1**, the DFRD's current funding requirement for FY 2016 is approximately \$340,000.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table 1
Dunnellon Fire/Rescue Department Assessable Budget**

Description	FY 2015-16 Assessable Budget
Expenditures⁽¹⁾	
Personal Services	\$265,166
Operating	\$32,490
Maintenance	\$9,594
Training	\$4,585
<i>Subtotal - Total Expenditures</i>	<i>\$311,835</i>
Revenues⁽¹⁾	
Fire Fees and Charges	\$3,500
<i>Subtotal - Revenues</i>	<i>\$3,500</i>
Total Net Expenditures⁽²⁾	\$308,335
Miscellaneous Assessment Expenditures	
Study Reimbursement ⁽³⁾	\$10,000
Statutory Discount ⁽⁴⁾	\$15,917
Assessment Collection Costs ⁽⁵⁾	\$6,367
<i>Subtotal - Misc. Assessment Expenditures</i>	<i>\$32,284</i>
Total Assessment Funding Requirements⁽⁶⁾	\$340,619

- (1) Source: City of Dunnellon Fire/Rescue Department
- (2) Subtotal expenditures less subtotal revenues
- (3) Represents annualized costs associated with the technical study and attorney fees
- (4) Reflects 5.0 percent reimbursement of the total net expenditures and study reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection.
- (5) Reflects an estimated 2% reimbursement of the total net expenditures and study reimbursement to the Tax Collector's Office for the collection costs related to the fire assessment
- (6) Sum of total net expenditures (Item 2) and the subtotal miscellaneous assessment expenditures

DRAFT RESULTS – FOR DISCUSSION PURPOSES

2. Fire/Rescue Incident Data by Land Use Categories

The second component in determining the fire/rescue assessment rates is to calculate the demand for services by land use category. Case law requires that assessment rates should reflect the benefit to the property. This is typically determined based on the use of the Fire Department's services, which can be measured through the historical demand for fire/rescue services by land use categories.

To determine the historical demand for fire/rescue services by each type of land use, a review was completed to quantify the number incidents and effort/resources related to each incident by land use. To complete this analysis, the data on all incidents for the past five years (2010 through 2014), obtained from National Fire Incident Reporting System (NFIRS), were analyzed. Use of multiple years increases the sample size, resulting in a more stable distribution.

Because distributing the cost based only on the number of incidents does not reflect the full level of resources used by each land use, total effort that takes into consideration incident duration, vehicle and staff time in addition to the frequency used in the calculations. This information is presented in **Table 2**. As shown in Table 2, compared to frequency distribution, the distribution of total resources reduces the burden for multi-family land use and increases for other land uses.

Table 2
Distribution of Fire/Rescue Incidents

Property Rate Category	2010 through 2014		
	Total Incidents	Frequency Distribution	Resource Distribution
Residential			
Single Family/Duplex/Mobile Home	980	46.8%	47.2%
Multi-Family Residential	335	16.0%	12.7%
Non-Residential			
Commercial/Industrial	522	24.9%	25.7%
Institutional	57	2.7%	2.8%
Government	133	6.4%	7.1%
Vacant Land	66	3.2%	4.5%
Total	2,093	100.0%	100.0%

Source: Appendix A, Table A-1

DRAFT RESULTS – FOR DISCUSSION PURPOSES

3. Fire/Rescue Assessment Cost Allocation

The third component in determining the fire/rescue assessment rates is to allocate the assessed costs to each property rate category, based on the total fire/rescue assessment funding requirement and distribution of fire incidents. **Table 3** presents the fire/rescue assessed cost allocation by land use/rate category. In addition, the table provides a distribution of the tax base in Dunnellon. As presented, under the fire/rescue assessment program, single family/duplex/mobile home, commercial/industrial, and vacant properties are likely to fund a smaller portion of the fire/rescue budget while multi-family, institutional and government properties are likely to fund a larger portion.

Table 3
Distribution of Assessable Budget by Land Use

Property Rate Category	Distribution of Resources ⁽²⁾	FY 16 Assessed Costs ⁽³⁾	Distribution of Tax Base ⁽⁴⁾	FY 16 Assessed Costs ⁽⁵⁾
Funding Requirement⁽¹⁾	-	\$340,619	-	\$340,619
Residential				
Single Family/Duplex/Mobile Home	47.2%	\$160,772	51.0%	\$173,716
Multi-Family Residential	12.7%	\$43,259	4.8%	\$16,350
Non-Residential				
Commercial/Industrial	25.7%	\$87,539	37.2%	\$126,710
Institutional	2.8%	\$9,537	0.8%	\$2,725
Government	7.1%	\$24,184	0.0%	\$0
Vacant Land	4.5%	\$15,328	6.2%	\$21,118
Total	100.0%	\$340,619	100.0%	\$340,619

(1) Source: Table 1

(2) Source: Table 2

(3) Funding requirement (Item 1) multiplied by the distribution of effort (Item 2) for each property category

(4) Source: Marion County Property Appraiser

(5) Funding requirement (Item 1) multiplied by the distribution of the tax base (Item 4) for each category

4. Land Use Data and Calculated Rates

The fourth component in determining the fire/rescue assessment rates is to calculate the distribution of assessed costs to property units (e.g., dwelling units, square footage, or parcels) within each land use category. To accomplish this, the property data obtained from the Marion County Property Appraiser was used.

Each property within the city is assigned to a Property Code (PC), based on assignment by the Marion County Property Appraiser. Similar to the fire/rescue incidents, each PC code has

DRAFT RESULTS – FOR DISCUSSION PURPOSES

been assigned to a specific property rate category. A list of the rate category assigned to each PC code is provided in Appendix B, Table B-2. It should be noted that not every PC code included in this table is representative of properties within the City of Dunnellon; however, each primary PC code has been classified under a property rate category, thereby accommodating any types of future development not currently in the city that maybe approved in the future.

Table 4
Units by Land Use

Property Rate Category	Unit	Total Number of Units
<i>Residential</i>		
Single Family/Duplex/Mobile Home	dwelling unit/site	801
Multi-Family Residential	dwelling unit	208
<i>Non-Residential</i>		
Commercial/Industrial	square feet	828,565
Institutional	square feet	265,060
Government	square feet	61,341
Vacant Land	acre	1,079

Source: Marion County Property Appraiser

Once the number of units was determined, allocated cost for each land use was divided by the associated units to determine the average base rate. **Table 5** provides a summary of units by land use and calculated base rates for each land use.

Table 5
Calculated Non-Ad Valorem Fire/Rescue Assessment Rates

Property Rate Category	Unit	FY 2016 Assessed Costs ⁽¹⁾	Number of Units ⁽²⁾	FY 2015/16 Calculated Rate per Unit ⁽³⁾
<i>Residential</i>				
Single Family/Duplex/Mobile Home	du/site	\$160,772	801	\$200.71
Multi-Family Residential	du	\$43,259	208	\$207.98
<i>Non-Residential</i>				
Commercial/Industrial	sq ft	\$87,539	828,565	\$0.11
Institutional	sq ft	\$9,537	265,060	\$0.04
Government	sq ft	\$24,184	61,341	\$0.39
Vacant Land	acre	\$15,328	1,079	\$14.21

(1) Source: Table 3, Item 3

(2) Source: Table 4

(3) Fire assessment allocation (Item 1) divided by the number of units (Item 2)

DRAFT RESULTS – FOR DISCUSSION PURPOSES

Alternative Scenarios

Residential Land Uses

As discussed previously, case law requires that assessment rates should reflect the benefit to the property. As such, it is important to include two measures of benefit:

- The use of the Fire/Rescue Department's services, which can be measured through the historical demand for fire protection services by land use categories; and
- Size of the property that is being protected, since larger buildings tend to benefit more from fire suppression.

Non-residential land uses are charged on a per square foot basis. A similar analysis is introduced in the case of residential land uses. As presented in Table 5, in determining the impact of resources used, the portion of the assessable budget allocated to residential land uses was divided by the total number of units to determine the rate per dwelling unit. Under the resource-based or availability-based approach, this value would be the same for all homes.

In determining the impact of the size, all residential parcels were evaluated and five building category/size ranges, or "groups," were used. The average square footage of all residential land uses was calculated to be 1,370 square feet. This was used as the average of the 1 equivalent residential unit (ERU). The average of each group was compared to the average square footage for all units to determine appropriate ERU factor. The rate calculated under the resource-based approach by dividing the allocated budget by the number of units was used to determine the rate per 1 ERU. This figure was adjusted for each group by using the ERU factor.

Finally, both approaches were combined by weighing size-based calculations by 30 percent and availability-based calculations by 70 percent. These weight factors reflect the industry standard of no more than 30 percent utilization (providing active resources) being recommended for fire departments to allow for availability of staff for multiple incidents and for training, fatigue, etc. **Table 6** provides the resulting assessment schedule for all residential properties.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table 6
Alternative Residential Land Use Schedule**

Land Use	Average Size	ERU Factor ⁽¹⁾	Calculated Fee		
			Size-Based ⁽²⁾	Availability-Based ⁽³⁾	Combined ⁽⁴⁾
<i>Residential Land Uses</i>					
Single Family	1,546	1.13	\$226.80	\$200.71	\$208.54
- Less than 1,250 sf	919	0.67	\$134.48	\$200.71	\$180.84
- 1,250 to 2,000 sf	1,599	1.17	\$234.83	\$200.71	\$210.95
- Greater than 2,000 sf	2,611	1.91	\$383.36	\$200.71	\$255.51
Mobile Home	1,360	0.99	\$198.70	\$200.71	\$200.11
Multi-Family	734	0.54	\$112.31	\$207.98	\$179.28
Weight Factor ⁽⁵⁾			30%	70%	
Allocated Budget Amount ⁽⁶⁾		\$204,031			
Average Square Footage ⁽⁷⁾	1,370				

- (1) Calculated by dividing average of each group by the average square footage (Item 7) for the entire group
- (2) ERU factor (Item 1) multiplied by the resource based rate (Item 3)
- (3) Source: Table 5
- (4) Size based (Item 2) and resource based (Item 3) figures combined by using the indicated weight factors (Item 5)
- (5) Based on the industry standard of up to 30% utilization/active time for fire rescue personnel to allow for training, fatigue, the necessary level of available staffing, etc.
- (6) Source: Table 3 (total for all residential categories)
- (7) Source: Marion County Property Appraiser Database

Vacant/Agricultural Land Uses

An alternative scenario was prepared for vacant/agricultural land. Similar to the residential tiering approach, 70 percent of the allocated budget for vacant land was distributed equally among all vacant parcels. This amount reflects the availability of DFRD for all property within the city. The remaining 30 percent, which measures the active time, is distributed on a per acre basis.

Tables 7 and 8 provide the results of this analysis. As presented in **Table 7**, this approach results in a flat fee of \$20.52 per parcel, and an additional fee of \$4.26 per acre. This alternative approach recognizes the fact that availability of DFRD is a benefit to each property, which is captured through a flat rate per parcel, and the use of DFRD’s resources vary by size, which is captured through the variable, per acre rate.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table 7
Adjusted Budget and Vacant Land Rates**

Description	Figure	Budget	Assessment Rate ⁽⁶⁾
Vacant Land Budget ⁽¹⁾		\$15,328	
- Availability Based ⁽²⁾	70%	\$10,730	
- Resource Based ⁽³⁾	30%	\$4,598	
Number of Parcels ⁽⁴⁾	523		\$20.52
Number of Acres ⁽⁵⁾	1,079		\$4.26

(1) Source: Table 3

(2) Number of parcels (Item 4) multiplied by \$20.52 per parcel, which represents 70% of the budget

(3) Vacant/Agr budget (Item 1) minus the availability-based budget (Item 2)

(4) Source: Marion County Property Appraiser

(5) Source: Marion County Property Appraiser

(6) Flat fee of \$20.52 is applied to all parcels. Additional \$4.26 per acre is calculated by dividing the resource-based budget (Item 3) by the number of acres in the City (Item 5)

Table 8 provides total assessment on vacant parcels based on this approach. As presented, the total assessment increases as the parcel size increases. The change in the rate for small parcels reflect the fact that these parcels have a certain amount of benefit regardless of size, and although the rate per parcel increases as the parcel size increases, the rate of increase is moderated.

**Table 8
Total Assessment for Vacant Land**

Size	Number of Parcels ⁽¹⁾	Total Acreage ⁽²⁾	Flat Rate Collection (@\$20.52 per Parcel) ⁽³⁾	Variable Rate Collection (@\$4.26 per Acre) ⁽⁴⁾	Total Assessment ⁽⁵⁾	Total Assessment per Acre ⁽⁶⁾	Total Assessment per Parcel ⁽⁷⁾
<1 acres	470	144.17	\$9,644	\$614	\$10,258	\$71.15	\$21.83
1.00 - 4.99 acres	30	60.96	\$616	\$260	\$876	\$14.37	\$29.20
5.00 - 9.99 acres	7	54.30	\$144	\$231	\$375	\$6.91	\$53.57
10.00 - 19.99 acres	8	110.35	\$164	\$470	\$634	\$5.75	\$79.25
20.00 or more acres	8	709.53	\$164	\$3,023	\$3,187	\$4.49	\$398.38
Total	523	1,079.31	\$10,732	\$4,598	\$15,330	-	-

(1) Source: Marion County Property Appraiser

(2) Source: Marion County Property Appraiser

(3) Flat rate calculated in Table 7 multiplied by number of parcels (Item 1)

(4) Variable rate calculated in Table 7 multiplied by total acreage (Item 2)

(5) Sum of flat and variable rate collections (Item 3 and 4)

(6) Total assessment (Item 5) divided by total acreage (Item 2)

(7) Total assessment (Item 5) divided by number of parcels (Item 1)

DRAFT RESULTS – FOR DISCUSSION PURPOSES

Exemptions and Discounts

The City has the legal authority to assess all non-governmental properties that receive special benefit from the fire rescue services. Federal and State-owned property is immune from taxes and non-ad valorem assessments. Further, all school district properties are exempt from non-ad valorem assessments unless they agree by interlocal agreement to pay the assessment up front. In addition, some local governments have determined that the special benefit to religious facilities is “de minimis” based on criteria such as incident data and the fact that these facilities operate on a limited basis and have either reduced or eliminated the assessments of property used exclusively for religious purposes. Similarly, many governments do not charge their own facilities since this simply results in an accounting function of moving dollars from one fund to another and does not generate any additional revenue for the City. Any reduced revenues from exemptions must be funded by other lawfully available revenues of the City and not be shifted to the assessments imposed on other properties.

Several communities reduced or eliminated the assessment for vacant property based on the fact that the service to a vacant property benefits primarily the surrounding properties, and as such, should be shared by all properties.

In terms of non-residential structures, DFRD’s current fire flow capability allows the Department to handle fires in buildings up to 60,000 square feet depending on the structure type.

These issues and options will be further discussed with the Fire Department and the City as the study continues to determine the best approach.

III. Marion County Fire Rescue

As an alternative to directly providing fire rescue services, the City of Dunnellon has the option to relinquish fire/rescue services to the Marion County Fire Rescue Department. Under this scenario, fire/rescue service would be provided from the nearby Rainbow Springs and Ray Lloyd, Jr. fire stations. The current fire station within the City would cease to operate and the funding burden would be shifted to the County.

If this option was selected, residents of Dunnellon are likely see a decrease in the level of service in terms of response time based on the longer distances between the City and the closest County fire stations. Map 1 presents the location of the current City fire station and the closest County fire stations.

In addition, residents would be subject to County's fire assessment rate and the dedicated EMS millage (0.77 mils). As shown in Table 9, the calculated fire assessment was compared to the EMS ad valorem millage and fire assessment rates charged by Marion County. Based on this analysis, a single family homeowner would pay approximately 13 percent more for fire/rescue services if the County were to provide service compared to the calculated assessment. As a reference Table 9 also presents millage equivalent of the 2016 Fire Department Budget. As presented, when the City funds the Department through property taxes, commercial, industrial, institutional and vacant land uses tend to pay a larger amount while single family/duplex/mobile home, multi family, and government properties pay less.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

Map 1: Fire Station Locations



Rainbow Springs ≈ 4 miles from Dunnellon
Ray Lloyd, Jr. ≈ 8 miles from Dunnellon

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table 9
Marion County Fire Rescue Scenario**

Property Rate Category	Unit	Number of Units ⁽¹⁾	Taxable Value ⁽²⁾	Average Taxable Value per Unit ⁽³⁾	Marion County EMS Millage ⁽⁴⁾	EMS Millage per Unit ⁽⁵⁾	MCFR Assessment Rate ⁽⁶⁾	Total ⁽⁷⁾	Dunnellon Calculated Fire Assessment ⁽⁸⁾	% Difference	Dunnellon Fire Rescue Millage ⁽⁹⁾
Residential											
Single Family/Duplex/Mobile Home	du/site	801	\$63,746,852	\$79,584	0.77	\$61.28	\$165.99	\$227.27	\$200.71	13.2%	\$183.04
Multi-Family Residential	du	208	\$6,042,890	\$29,052	0.77	\$22.37	\$165.99	\$188.36	\$207.98	-9.4%	\$66.82
Non-Residential											
Commercial	sq ft	828,565	\$46,369,195	\$56	0.77	\$0.04	\$0.1135	\$0.1535	\$0.11	39.5%	\$0.1288
Industrial	sq ft				0.77	\$0.04	\$0.0706	\$0.1106	\$0.11	0.5%	\$0.1288
Institutional	sq ft	265,060	\$959,621	\$4	0.77	\$0.00	\$0.1431	\$0.1431	\$0.04	257.8%	\$0.0092
Government	sq ft	61,341	\$0	\$0	0.77	\$0.00	\$0.00	\$0.00	\$0.39	-100.0%	\$0.00
Vacant Land	acre	1,079	\$7,674,920	\$7,113	0.77	\$5.48	\$1.03	\$6.51	\$14.21	-54.2%	\$16.36

(1) Source: Table 4

(2) Source: Marion County Property Appraiser’s Office. Mixed-Use developments were excluded

(3) Taxable value (Item 2) divided by the number of units (Item 1)

(4) Source: Marion County FY 2015-16 Adopted Budget; Fire, Rescue and EMS Fund

(5) Average Taxable Value per Unit (Item 3) divided by 1,000 and multiplied by the Marion County EMS millage (Item 4)

(6) Source: Marion County Fire Rescue Department. Non-residential rates include adjustment to account for the availability and service component of the fee (\$140.43 per EDU; 1 EDU = 2,332 sq ft)

(7) Sum of the average revenue per unit (Item 5) and the MCFR assessment (Item 6)

(8) Source: Table 5

(9) City of Dunnellon average equivalent fire/rescue millage per unit; 2.3 mils towards fire/rescue multiplied by the average taxable value per unit (Item 3) and divided by 1,000

Appendix A
City of Dunnellon Fire Department Incident Data

DRAFT RESULTS – FOR DISCUSSION PURPOSES

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past five years were analyzed in terms of demand from different land uses. **Tables A-1 through A-4** present this analysis and provide an overall average for the five-year period.

DRAFT

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table A-1
Distribution by Land Use**

Incident Type	2010		2011		2012		2013		2014		Average % Distribution (2010-2014)
	Number of Incidents	Percent Distribution									
Single Family/Duplex/Mobile Home	161	44.6%	190	44.5%	188	47.2%	238	53.1%	203	44.2%	46.8%
Multi-Family Residential	49	13.6%	64	15.0%	59	14.8%	61	13.6%	102	22.2%	16.0%
Commercial/Industrial	100	27.7%	107	25.1%	102	25.6%	98	21.9%	115	25.1%	24.9%
Institutional	12	3.3%	10	2.3%	6	1.5%	11	2.5%	18	3.9%	2.7%
Vacant Land	11	3.0%	19	4.4%	20	5.0%	9	2.0%	7	1.5%	3.2%
Government	28	7.8%	37	8.7%	23	5.8%	31	6.9%	14	3.1%	6.4%
Total	361	100.0%	427	100.0%	398	100.0%	448	100.0%	459	100.0%	100.0%

Source: National Fire Incident Reporting System

**Table A-2
Distribution of Staff Time by Land Use**

Incident Type	2010		2011		2012		2013		2014		Average % Distribution (2010-2014)
	Staff Time	Percent Distribution									
Single Family/Duplex/Mobile Home	128	44.9%	114	37.5%	110	46.8%	184	58.8%	117	47.0%	47.1%
Multi-Family Residential	29	10.2%	33	10.9%	32	13.6%	35	11.2%	50	20.1%	12.9%
Commercial/Industrial	63	22.1%	113	37.2%	52	22.1%	68	21.7%	61	24.5%	25.8%
Institutional	13	4.6%	5	1.6%	4	1.7%	5	1.6%	11	4.4%	2.7%
Vacant Land	6	2.1%	19	6.3%	22	9.4%	6	1.9%	4	1.6%	4.1%
Government	46	16.1%	20	6.6%	15	6.4%	15	4.8%	6	2.4%	7.4%
Total	285	100.0%	304	100.0%	235	100.0%	313	100.0%	249	100.0%	100.0%

Source: National Fire Incident Reporting System

Note: Staff time by land use is calculated by multiplying the average duration of incidents by land use by the average number of staff at each incident.

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table A-3
Distribution of Vehicle Time by Land Use**

Incident Type	2010		2011		2012		2013		2014		Average % Distribution (2010-2014)
	Vehicle Time	Percent Distribution									
Single Family/Duplex/Mobile Home	93	44.3%	90	37.5%	82	45.6%	142	60.7%	91	47.9%	47.2%
Multi-Family Residential	20	9.5%	25	10.4%	23	12.8%	25	10.7%	38	20.0%	12.4%
Commercial/Industrial	47	22.4%	91	37.9%	40	22.2%	47	20.1%	46	24.2%	25.7%
Institutional	11	5.2%	4	1.7%	3	1.7%	4	1.7%	8	4.2%	2.8%
Vacant Land	5	2.4%	17	7.1%	21	11.7%	6	2.6%	3	1.6%	4.9%
Government	34	16.2%	13	5.4%	11	6.1%	10	4.3%	4	2.1%	6.8%
Total	210	100.0%	240	100.0%	180	100.0%	234	100.0%	190	100.0%	100.0%

Source: National Fire Incident Reporting System

Note: Vehicle time by land use is calculated by multiplying the average duration of incidents by land use by the average number of vehicles at each incident.

**Table A-4
Distribution of Total Resources by Land Use**

Incident Type	2010		2011		2012		2013		2014		Average % Distribution (2010-2014)
	Total Resources	Percent Distribution									
Single Family/Duplex/Mobile Home	221	44.6%	204	37.5%	192	46.3%	326	59.6%	208	47.4%	47.2%
Multi-Family Residential	49	9.9%	58	10.7%	55	13.3%	60	11.0%	88	20.0%	12.7%
Commercial/Industrial	110	22.2%	204	37.5%	92	22.2%	115	21.0%	107	24.4%	25.7%
Institutional	24	4.8%	9	1.7%	7	1.7%	9	1.6%	19	4.3%	2.8%
Vacant Land	11	2.2%	36	6.6%	43	10.4%	12	2.2%	7	1.6%	4.5%
Government	80	16.2%	33	6.1%	26	6.3%	25	4.6%	10	2.3%	7.1%
Total	495	100.0%	544	100.0%	415	100.0%	547	100.0%	439	100.0%	100.0%

Source: National Fire Incident Reporting System

Note: Total resources by land use are calculated by adding the staff time and vehicle time for each land use.

Appendix B
Rate Category Classification Tables

DRAFT RESULTS – FOR DISCUSSION PURPOSES

This appendix documents the grouping of NFIRS land uses into seven categories, as shown in Table B-1. In addition, Table B-2 presents the Property Codes for primary land use categories based on the classifications used for the City of Dunnellon Fire Assessment Schedule.

DRAFT

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-1
Rate Category Classification for Fire Incident Property Codes**

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
0	Other	n/a
00	Other	n/a
000	Property Use, Other	n/a
100	Assembly, other	Commercial/Industrial
110	Fixed use recreation places, other	Commercial/Industrial
111	Bowling alley	Commercial/Industrial
112	Billiard center, pool hall	Commercial/Industrial
113	Variable use amusement, recreation places	Commercial/Industrial
114	Ice rink: indoor, outdoor	Commercial/Industrial
115	Roller rink: indoor or outdoor	Commercial/Industrial
116	Swimming facility: indoor or outdoor	Commercial/Industrial
120	Amusement center: indoor/outdoor	Commercial/Industrial
121	Ballroom, gymnasium	Commercial/Industrial
122	Convention center, exhibition hall	Commercial/Industrial
123	Stadium, arena	Commercial/Industrial
124	Playground	Government
129	Amusement center, indoor/outdoor	Commercial/Industrial
130	Places of worship, funeral parlors	Institutional
131	Church, mosque, synagogue, temple, chapel	Institutional
134	Funeral parlor	Commercial/Industrial
140	Clubs, other	Commercial/Industrial
141	Athletic/health club	Commercial/Industrial
142	Clubhouse	Commercial/Industrial
143	Yacht club	Commercial/Industrial
144	Casino, gambling clubs	Commercial/Industrial
150	Public or government, other	Government
151	Library	Government
152	Museum	Commercial/Industrial
154	Memorial structure, including monuments & statues	Vacant
155	Courthouse	Government
160	Eating, drinking places	Commercial/Industrial
161	Restaurant or cafeteria	Commercial/Industrial
162	Bar or nightclub	Commercial/Industrial
170	Passenger terminal, other	Commercial/Industrial
171	Airport passenger terminal	Commercial/Industrial
173	Bus station	Commercial/Industrial
174	Rapid transit station	Commercial/Industrial
180	Studio/theater, other	Commercial/Industrial
181	Live performance theater	Commercial/Industrial
182	Auditorium or concert hall	Commercial/Industrial
183	Movie theater	Commercial/Industrial
185	Radio TV Studio	Commercial/Industrial
186	Film/movie production studio	Commercial/Industrial
200	Educational, other	Institutional
210	Schools, non-adult	Institutional
211	Preschool	Commercial/Industrial

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-1 (continued)
Rate Category Classification for Fire Incident Property Codes**

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
213	Elementary school, including kindergarten	Institutional
215	High school/junior high school/middle school	Institutional
240	None	n/a
241	Adult education center, college classroom	Institutional
250	Day care, other (conversion only)	Institutional
254	Day care, in commercial property	Commercial/Industrial
255	Day care, in residence, licensed	Single Family
256	Day care, in residence, unlicensed	Single Family
300	Health care, detention, & correction, other	Government
311	24-hour care nursing homes, 4 or more persons	Commercial/Industrial
321	Mental retardation/development disability facility	Commercial/Industrial
322	Alcohol or substance abuse recovery center	Commercial/Industrial
323	Asylum, mental institution	Commercial/Industrial
331	Hospital - medical or psychiatric	Commercial/Industrial
332	Hospices	Commercial/Industrial
340	Clinics, Doctors offices, hemodialysis centers	Commercial/Industrial
341	Clinic, clinic-type infirmary	Commercial/Industrial
342	Doctor, dentist or oral surgeons office	Commercial/Industrial
343	Hemodialysis unit	Commercial/Industrial
361	Jail, prison (not juvenile)	Government
363	Reformatory, juvenile detention center	Government
365	Police station	Government
400	Residential, other	Single Family
419	1 or 2 family dwelling	Single Family
429	Multifamily dwellings	Multi-Family
439	Boarding/rooming house, residential hotels	Multi-Family
449	Hotel/motel, commercial	Commercial/Industrial
459	Residential board and care	Commercial/Industrial
460	Dormitory type residence, other	Multi-Family
462	Sorority house, fraternity house	Multi-Family
464	Barracks, dormitory	Multi-Family
500	Mercantile, business, other	Commercial/Industrial
509	None	Commercial/Industrial
511	Convenience store	Commercial/Industrial
519	Food and beverage sales, grocery store	Commercial/Industrial
529	Textile, wearing apparel sales	Commercial/Industrial
539	Household goods, sales, repairs	Commercial/Industrial
549	Specialty shop	Commercial/Industrial
557	Personal service, including barber & beauty shops	Commercial/Industrial
559	Recreational, hobby, home repair sales, pet store	Commercial/Industrial
564	Laundry, dry cleaning	Commercial/Industrial
569	Professional supplies, services	Commercial/Industrial
571	Service station, gas station	Commercial/Industrial
579	Motor vehicle or boat sales, services, repair	Commercial/Industrial
580	General retail, other	Commercial/Industrial
581	Department or discount store	Commercial/Industrial

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-1 (continued)
Rate Category Classification for Fire Incident Property Codes**

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
592	Bank	Commercial/Industrial
593	Office: veterinary or research	Commercial/Industrial
596	Post office or mailing firms	Commercial/Industrial
599	Business office	Commercial/Industrial
600	Utility, defense, agriculture, mining, other	Industrial/Warehouse
610	Electric generating plant	Industrial/Warehouse
614	Energy production plant, other	Industrial/Warehouse
615	Electric-generating plant	Industrial/Warehouse
629	Laboratory or science laboratory	Commercial/Industrial
631	Defense, military installation	Government
632	None	Industrial/Warehouse
635	Computer center	Commercial/Industrial
639	Communications center	Commercial/Industrial
640	Utility or distribution system, other	Commercial/Industrial
642	Electrical distribution	Commercial/Industrial
644	Gas distribution, pipeline, gas distribution	Commercial/Industrial
645	Flammable liquid distribution, pipeline, flammable	Commercial/Industrial
647	Water utility	Commercial/Industrial
648	Sanitation utility	Commercial/Industrial
655	Crops or orchard	Agricultural
659	Livestock production	Agricultural
669	Forest, timberland, woodland	Agricultural
679	Mine, quarry	Commercial/Industrial
700	Manufacturing, processing	Commercial/Industrial
800	Storage, other	Commercial/Industrial
807	Outside material storage area	Commercial/Industrial
808	Outbuilding or shed	Commercial/Industrial
816	Grain elevator, silo	Commercial/Industrial
819	Livestock, poultry storage	Commercial/Industrial
839	Refrigerated storage	Commercial/Industrial
849	Outside storage tank	Commercial/Industrial
880	Vehicle storage, other	Commercial/Industrial
881	Parking garage (Detached residential garage)	n/a
882	Parking garage, general vehicle	Commercial/Industrial
888	Fire station	Government
891	Warehouse	Commercial/Industrial
898	Dock, marina, pier, wharf	Commercial/Industrial
899	Residential or self storage units	Commercial/Industrial
900	Outside or special property, other	Vacant
919	Dump, sanitary landfill	Commercial/Industrial
921	Bridge, trestle	n/a
922	Tunnel	n/a
926	Outbuilding, protective shelter	Commercial/Industrial
931	Open land or field	Vacant
935	Campsite with utilities	Vacant
936	Vacant lot	Vacant

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-1 (continued)
Rate Category Classification for Fire Incident Property Codes**

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
937	Beach	n/a
938	Graded and cared-for plots of land	Vacant
940	Water area, other	n/a
941	Open ocean, sea or tidal waters	n/a
946	Lake, river, stream	n/a
951	Railroad right of way	n/a
952	Railroad yard	n/a
960	Street, other	n/a
961	Highway or divided highway	n/a
962	Residential street, road or residential driveway	n/a
963	Street or road in commercial area	n/a
965	Vehicle parking area	n/a
972	Aircraft runway	n/a
973	Aircraft taxi-way	n/a
974	Aircraft loading area	n/a
981	Construction site	Vacant
982	Oil or gas field	Vacant
983	Pipeline, power line or other utility right of way	Vacant
984	Industrial plant yard - area	Commercial/Industrial
1500	Public or Government, other	Institutional
1501	Public or Government, other	Institutional
3230	Asylum, mental institution	Institutional
3231	Asylum, mental institution	Institutional
9600	Street, other	n/a
9601	Street, other	n/a
400M	Residential, other	Single Family
400R	Residential, other	Single Family
400V	Residential, other	Single Family
419M	1 or 2 family dwelling	Single Family
NNN	None	n/a
UUU	Undetermined	n/a

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-2
Rate Category Classification for Property Codes**

PC Code	PC Description	Fire Assessment Classification
0	Vacant Residential	Vacant
1	Improved Residential	Single Family
2	Improved Mobile Home	Mobile Home
3	Multi-Family 10 or More Units	Multi-Family
4	Condominium Residential	Multi-Family
5	Cooperative	Multi-Family
6	Retirement Home - Taxable	Multi-Family
7	Boarding Home, Migrant Camp, etc	Multi-Family
8	Multi-Family 9 or Less Units	Multi-Family
9	Markets Tangible Only	Other
10	Vacant Commercial	Vacant
11	One Story Store	Commercial/Industrial
12	Commercial Residential Mixed	Commercial/Industrial
13	Department Store	Commercial/Industrial
14	Market	Commercial/Industrial
15	Regional Shopping Center	Commercial/Industrial
16	Community Shopping Center	Commercial/Industrial
17	One Story Office, Non-Professional	Commercial/Industrial
18	Multi-Story Office, Non-Professional	Commercial/Industrial
19	Professional Services	Commercial/Industrial
20	Terminal - Air, Bus, Train, Marine	Commercial/Industrial
21	Restaurant, Cafeteria	Commercial/Industrial
22	Restaurant, Drive-In	Commercial/Industrial
23	Financial Institution	Commercial/Industrial
24	Insurance Office	Commercial/Industrial
25	Service Repair, Non-Vehicle	Commercial/Industrial
26	Gasoline Service Station	Commercial/Industrial
27	Vehicle Sales, Repair	Commercial/Industrial
28	Parking Lot	Vacant
29	Wholesale Outlet	Commercial/Industrial
30	Florist, Greenhouse	Commercial/Industrial
31	Theater, Drive-In Stadium	Commercial/Industrial
32	Theater, Enclosed Stadium	Commercial/Industrial
33	Night Club, Bar, Liquor Service	Commercial/Industrial
34	Bowling Alley, Arena	Commercial/Industrial
35	Tourist, Exhibit	Commercial/Industrial
36	Camps, Campgrounds	Vacant
37	Race Track - Auto, Dog, Horse	Commercial/Industrial
38	Golf Course, Driving Range	Commercial/Industrial
39	Hotel, Motel	Commercial/Industrial
40	Vacant Industrial	Vacant
41	Light Manufacturing	Commercial/Industrial
42	Heavy Manufacturing	Commercial/Industrial
43	Lumberyard, Sawmill	Commercial/Industrial
44	Packing Plant	Commercial/Industrial
45	Cannery, Bottler	Commercial/Industrial

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-2 (continued)
Rate Category Classification for Property Codes**

PC Code	PC Description	Fire Assessment Classification
46	Food Processing	Commercial/Industrial
47	Mineral Processing	Commercial/Industrial
48	Warehouse, Distribution	Commercial/Industrial
49	Storage, Junkyard	Commercial/Industrial
50	Rural Building Site	Agricultural
51	Cropland Class 1	Agricultural
52	Cropland Class 2	Agricultural
53	Cropland Class 3	Agricultural
54	Timber Class 1	Agricultural
55	Timber Class 2	Agricultural
56	Timber Class 3	Agricultural
57	Timber Class 4	Agricultural
58	Timber Class 5	Agricultural
59	Timber Not Classified	Agricultural
60	Grazing Class 1	Agricultural
61	Grazing Class 2	Agricultural
62	Grazing Class 3	Agricultural
63	Grazing Class 4	Agricultural
64	Grazing Class 5	Agricultural
65	Grazing Class 6	Agricultural
66	Citrus Grove, Orchard	Agricultural
67	Bees, Fish, Rabbits, Etc	Agricultural
68	Dairyfeed Lot	Agricultural
69	Ornamental, Misc Agriculture	Agricultural
70	Vacant Institutional	Vacant
71	Improved - Church	Institutional
72	School - College, Private	Institutional
73	Hospital - Private	Institutional
74	Retirement Home, Exempt	Institutional
75	Charitable Services, Orphanages	Institutional
76	Death Services	Institutional
77	Club, Lodge, Union Hall	Institutional
78	Rest Home	Institutional
79	Cultural	Institutional
80	Horse Farms, Tangible Only	Vacant
81	Military	Government
82	Forest, Park, Recreational	Government
83	School - Public	Institutional
84	College - Public	Institutional
85	Hospital - Public	Commercial/Industrial
86	County Property	Government
87	State Property	Government
88	Federal Property	Government
89	Municipal Property	Government
90	Leasehold Interests	Other
91	Utilities	Vacant

DRAFT RESULTS – FOR DISCUSSION PURPOSES

**Table B-2 (continued)
Rate Category Classification for Property Codes**

PC Code	PC Description	Fire Assessment Classification
92	Mining	Vacant
93	Subsurface Rights	Other
94	Right-of-Way	Other
95	River, Lakes, Submerged	Other
96	Sewage, Waste, Barrow	Other
97	Recreational Classifies Use	Other
98	Centrally Assessed	Other
99	Acreage, Non-Classified Use	Vacant

DRAFT

FIRE ASSESSMENT STUDY PHASE 2 ANALYSIS SCOPE OF SERVICES

The City of Dunnellon retained Tindale Oliver (TO) to prepare a fire assessment study that would be conducted in two phases: Phase 1 of this study documented potential assessment rates and a comparison of potential rates by land use under an assessment program, millage funding, and the option to relinquish fire rescue services to Marion County.

If the City decides to pursue a fire assessment program, Phase 2 analysis will include the following tasks:

Task 1—Refinement of the Assessment Rates

As part of this task, Tindale Oliver will work with the City to provide alternative rate scenarios as well impact of these scenarios on potential revenues. Examples of such scenarios may include:

- > Alternate budget levels to be recouped through the fire assessment program
- > Tiering of residential land uses
- > Adjustment of the portion of the budget for vacant land
- > Tiering and/or capping of vacant land rates
- > Capping of non-residential land use square footages
- > Potential exemptions

Task 2—Implementation Assistance

This task will include the following activities:

- > ***Preparation of Ordinance and Resolutions:*** Lewis, Longman & Walker (LLW) will serve as the legal subconsultant and prepare draft and final ordinance and resolutions needed for the fire assessment program. Draft documents will be submitted to the City Attorney's office for review with sufficient time for revisions.
- > ***Preparation of the Assessment Roll:*** Tindale Oliver

will obtain the updated property data for Fiscal Year 2017 from Marion County in June of 2016. Using this data, the technical study calculations will be updated and a fire assessment roll will be prepared.

- > Tindale Oliver will prepare the first class notices, which need to be mailed 20 days prior to the adoption hearing.
- > Based on the policy decisions of the City Council, the final roll will be prepared and submitted to the Marion County Tax Collector.

Task 3—Meetings and Presentations

As part of the Phase 2, three meetings are budgeted. These can be used for:

- > Public information sessions
- > City Council workshops and meetings

Tindale Oliver has extensive experience with the public involvement process and community consensus building and buy-in, and has assisted many communities in the successful implementation of their fees.

PROJECT SCHEDULE

The table on the next page presents the proposed schedule for the study. If desired, this schedule will be further adjusted to better accommodate the City's needs.

PROJECT BUDGET

A project budget for the Phase 2 analysis is included on page 3. The budget includes three meetings. If the City desires, Tindale Oliver will be available for additional meetings at a cost of \$1,500 per meeting. It is important to note that this budget does not include costs associated with the printing and mailing of first class notices, since that cost depends on the number of mailings.



City of Dunnellon Fire Assessment Study Phase 2 Analysis Preliminary Schedule

TASK	DATE
Refinement of Technical Analysis	May-June, 2016
Submittal of Draft Technical Report	June 10, 2016
City Council Workshop	Week of June 20, 2016
Submittal of Draft Assessment Ordinance	June 28, 2016
Obtaining Preliminary 2016 Roll from the Property Appraiser's Office	July 6, 2016
Adoption of Fire Assessment Ordinance	July 11, 2016
Submittal of Final Technical Report that Reflects the Revised Roll	July 20, 2016
Submittal of Preliminary Rate Resolution	July 25, 2016
Adoption of Preliminary Rate Resolution	August 1, 2016
Mailing of First Class Notices (2)	August 4, 2016
Submittal of Final Rate Resolution	August 22, 2016
Adoption Hearing (3)	Week of August 29, 2016
Submittal of Final FY 2016 Assessment Roll	September 14, 2016

City of Dunnellon Fire Assessment Study Phase 2 Analysis Preliminary Project Budget

SUB TASK #	SUBTASK DESCRIPTION	Project Director \$181.60	Project Manager \$149.98	Legal Attorney \$285.00	Senior Eng/Pln \$132.48	Planner/Engineer \$79.69	Admin/ Clerical \$76.08	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	REFINEMENT OF THE STUDY	5.0	15.0	0.0	22.0	7.0	1.0	50.0	\$6,706.17
1.1	Preparation of Alternative Scenarios	2.0	6.0		8.0	3.0	1.0	20.0	\$2,638.07
1.2	Update of the Study Variables	2.0	5.0		10.0	2.0		19.0	\$2,597.28
1.3	Documentation of the Study	1.0	4.0		4.0	2.0		11.0	\$1,470.82
TASK 2	IMPLEMENTATION ASSISTANCE	4.0	9.0	18.0	23.0	6.0	1.0	61.0	\$10,807.48
2.1	Development of the Ordinance and Resolutions	2.0	4.0	18.0			1.0	25.0	\$6,169.20
2.2	Development of the Fire Assessment Roll	1.0	3.0		15.0	6.0		25.0	\$3,096.88
2.3	Preparation of First Class Notices	1.0	2.0		8.0			11.0	\$1,541.40
2.4	Mailing of First Class Notices	Reflects the expense associated with printing and mailing notices - typically \$1.00 to \$1.50 per mailing							
TASK 3	MEETINGS & PRESENTATIONS	12.0	12.0	0.0	3.0	3.0	1.0	31.0	\$4,691.55
3.1	Public/City Council Workshop/Meetings (3)	12.0	12.0		3.0	3.0	1.0	31.0	\$4,691.55
	TOTAL PROJECT BUDGET	21.0	36.0	18.0	48.0	16.0	3.0	142	\$22,205.20



**CITY OF DUNNELLON
SPECIAL CITY COUNCIL WORKSHOP**

DATE: May 3, 2016
TIME: 4:00 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 4:00 p.m. and led the Council in the Pledge of Allegiance. He asked if any invitee or volunteer was present to open with prayer. There was none. Vice-Mayor Green then called for a moment of silence.

ROLL CALL

The following members answered present at roll call:
Vacant, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Councilman, Seat 4
Rick Hancock, Seat 5

ABSENT

Nathan Whitt, Mayor, Seat 1

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 Tuesday, April 26, 2016.

**AGENDA ITEM NO. 1 – PENNSYLVANIA AVE. BIKE TRAIL CONCEPT PLAN
PRESENTATION – MARION COUNTY TPO**

Vice-Mayor Green welcomed and thanked all of those in attendance for their participation in this project as well as the representatives from the Marion County TPO.

Mr. Greg Slay of the Marion County TPO presented a variety of concepts and alternatives, *which are attached hereto and made a part of these minutes.*

Mr. Slay 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.

Mr. Slay stated TPO hosted a public meeting on March 30th at the Dunnellon Bingo Hall to gather input on the five alternatives being proposed. He said there were 46 attendees, of which 32 submitted comment forms. Mr. Slay explained Alternative C had the most community support followed by Alternative D. Eight individuals did not indicate which alternative they would support, but did indicate that they would like to see bicycle access improvements to Pennsylvania Avenue. Two individuals clearly indicated that they would not like to see anything done to the roadway. The other category comprised of individuals who shared concerns for safety, turn lane availability and the impact on businesses.

Mr. Slay explained throughout the stakeholder engagement process, it was clear that the City Council and the residents that participated in the process favored Alternative C. This alternative accomplishes the addition of a shared use path while maintaining on-street parking on the north side of the corridor. This alternative creates a safe facility for non-motorized users and will likely increase usage from non-proficient cyclists and pedestrians and any safety related issues with this option will have to be examined during the engineering design phase.

AGENDA ITEM NO. 2 – COUNCIL COMMENTS

Council and staff engaged in discussion with Mr. Slay regarding the various options that were presented. They discussed the posted speed limit, traffic flow, turn lanes and parking at Blue Run Park. There was discussion regarding the timeline of the project. Mr. Slay said the project could be completed in 3 to 5 years, depending on the availability of funding. He stated TPO would need direction from the Council at the next meeting with regard to which option they wish to pursue.

Council thanked Mr. Slay and the TPO for their time and efforts.

AGENDA ITEM NO. 4 – PUBLIC COMMENTS

Mrs. Joan Duggins, 19687 SW 88th Loop, commented regarding cost, funding and congestion.

Louise Kenny, 11970 Ibis Court, stated she is not in favor of the plan and that other routes would be safer.

Jerry Vaughn agreed with Mrs. Kenny and stated he would only support Alternatives D or E. He said for many years he has supported the effort to make Dunnellon a walkable community.

City of Dunnellon
City Council Special Workshop
May 3, 2016
Page 3

Grant Chance, owner of Blue Run Bicycles, supported the plan and explained the trail would positively benefit the entire community. He reviewed statistics he gathered from other cities that have bicycle paths.

Paul Marraffino, 19544 SW 82nd Place Road, discussed funding, on street parking, parking at Blue Run Park and delivery truck access to businesses.

The owner of Go for Donuts spoke in favor of the plan, but said he does not want to lose on street parking.

The meeting was adjourned at approximately 5:40 p.m.

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor



MEMORANDUM

Pennsylvania Avenue (CR 484) Design Alternatives Study

Prepared for:



APRIL 2016

Prepared By

Kimley»»Horn

TABLE OF CONTENTS

Project Background.....	2
Previous Concept.....	2
Existing Conditions.....	4
New Alternatives	4
<i>Alternative A:</i>	4
<i>Alternative B:</i>	4
<i>Alternative C:</i>	11
<i>Alternative D:</i>	14
<i>Alternative E:</i>	14
<i>Bridge Options:</i>	14
Stakeholder Outreach	19
<i>Dunnellon City Council – February 17, 2016:</i>	19
<i>Public Meeting - March 30, 2016:</i>	19
Results	19

LIST OF FIGURES

Figure 1: Concept Graphics – Typical Section.....	3
Figure 2: Existing Typical Section	5
Figure 3: Existing Typical Section (Aerial View)	6
Figure 4: Alternate A Typical Section.....	7
Figure 5: Alternate A Typical Section (Aerial View)	8
Figure 6: Alternate B Typical Section.....	9
Figure 7:Alternate B Typical Section (Aerial View)	10
Figure 8: Alternate C Typical Section	12
Figure 9: Alternate C Typical Section (Aerial View)	13
Figure 10: Alternate D Typical Section	15
Figure 11: Alternate D Typical Section (Aerial View)	16
Figure 12: Alternate E Typical Section.....	17
Figure 13: Alternate E Typical Section (Aerial View)	18

PENNSYLVANIA AVENUE (CR 484) DESIGN ALTERNATIVES STUDY

Project Background

One of the key recommendations of the City of Dunnellon Bicycle and Pedestrian Master Plan was the re-design of Pennsylvania Avenue with a bike (shared-use) path that connects the downtown area to Blue Run Park. Which ultimately connects to the future Cross Florida Greenway Trail and the Withlacoochee Trail. In addition, in 2013 Marion County and the City of Dunnellon started developing conceptual plans for Pennsylvania Avenue (CR 484) for corridor improvements. The concept plans developed in 2013 depicted potential streetscapes to accommodate non-motorized travel through the corridor. These plans included a 12-foot shared-use path along the southern side of the roadway and a four-foot sidewalk for pedestrian use on the northern side. In addition to the shared-use path, the concepts had 11-foot vehicle travel lanes and an 11-foot two-way left turn lane/median. Public input was gathered to assess support for the suggested modifications. Input from the public stated their desire to maintain on-street parking along the corridor in some way. Local businesses shared concerns that any substantial changes to the roadway may negatively affect their patronage.

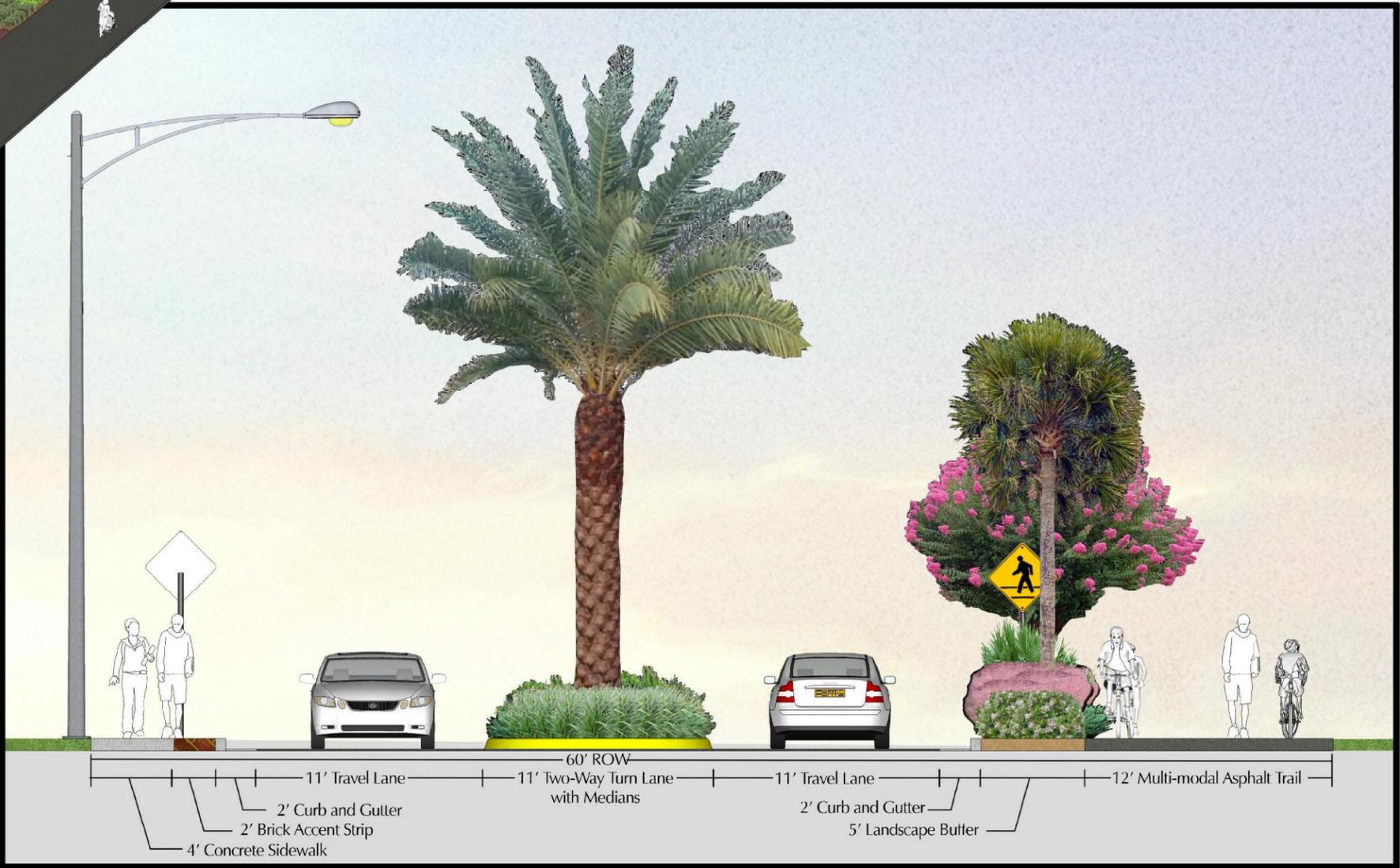
Multi-use trails in the City of Dunnellon and surrounding area could become a major economic driver for the area. The City of Dunnellon finds itself in a unique situation to develop infrastructure that will utilize and integrate with the existing/proposed trail networks and improve access to its already popular natural areas. Plans are in place for the creation of the Heart of Florida Loop which will be a continuous shared-use path within the central Florida region, connecting with other trails that cover the extent of Florida. This trail network enters Marion County from the south near Dunnellon and continues eastward along the Cross Florida Greenway Trail, north toward the Ocala area. The connection of these shared-use paths in Dunnellon will provide economic development opportunities in the form of ecotourism and recreation. Marion County is home to some truly outstanding natural areas, several of which are within or very near Dunnellon. Blue Run Park provides access to the Rainbow River, which is one of Marion County's most visited waterways. This park draws visitors from all around the region to enjoy the crystal clear waters of the Rainbow River. Providing facilities for non-motorized forms transportation allows for the development of on-street businesses and may improve patronage of the local businesses. It is believed that vehicle use and nearby parking is essential for businesses to succeed, but providing improved access for non-motorized users can help improve economic development by catering to additional visitation. Creating a comfortable area for individuals to travel to will help foster a sense of place and can lead to increased economic success.

The Ocala/Marion Transportation Planning Organization (TPO) has undertaken this assessment of the Pennsylvania Avenue corridor for multimodal improvement and has developed new concepts for consideration. These concepts have been developed to improve the multimodal use of Pennsylvania Avenue using varying techniques and modifications to promote both motorized and non-motorized movement through the corridor. The five design alternatives and three Rainbow River Bridge options have been presented during two meetings, one with the Dunnellon City Council on February 17, 2016 and another with the general public on March 30, 2016.

Previous Concept

The previous design concept created by Kimley-Horn in 2013 had reduced lane size, two-way left turn lane/landscaped median, and added a shared-use path with a landscaped buffer to separate the path from the travel lanes, as shown in **Figure 1**. Through public input it was expressed that this concept had too much landscaping, as well as concerns for medians blocking off business entrances. Marion County engineering developed another concept using significantly less landscaping. This design concept had two 11-foot travel lanes, two six-foot bike lanes and a seven-foot on-street parking area.

Figure 1: Concept Graphics - Typical Section



Pennsylvania Avenue East Streetscape

Concept Graphics - Typical Section

Existing Conditions

This typical section shows lane widths and current sidewalk and parking conditions on the roadway. Currently the on-street parking is used by weekend visitors to the Blue Run Park and patrons of the local businesses. The parking is also used by delivery trucks servicing the nearby businesses. Pedestrian and bicycle activity has been identified as a major concern for this area as well. Currently cyclists and pedestrians must either share the sidewalks or make use of travel lanes which are not marked for bicycle safety. The five alternatives (listed A-E) have been developed to address the concerns heard from the public. The existing typical section for Pennsylvania Avenue is shown in **Figures 2 and 3**:

- ⊙ 13-foot travel lanes
- ⊙ 7-foot parking on both sides
- ⊙ 5-foot sidewalk on both sides

New Alternatives

Five alternatives were developed and presented for public comment. Each of these alternatives were designed using the feedback gathered during the 2013 conceptual project and modified to include different facilities. Each of the alternatives below offers a different layout from the existing corridor with an eye toward increasing pedestrian and bicycle use and improving safety throughout the corridor. A description of the alternatives can be found below.

Alternative A:

This alternative reduces the lane size from 13 feet to 11 feet, which would decrease vehicle speeds, reduces on-street parking to only the northern side of the road which allows for the addition of bike lanes on both sides of the road. This option is relatively low cost can be created through restriping the roadway. The bicycle lanes are not buffered and may exclude non-proficient cyclists from using this facility. This alternative includes the following and can be seen in **Figures 4 and 5**:

- ⊙ 11-foot travel lanes
- ⊙ 5.5-foot bike lanes on both sides
- ⊙ 7-foot parking on north side
- ⊙ 5-foot sidewalks on both sides

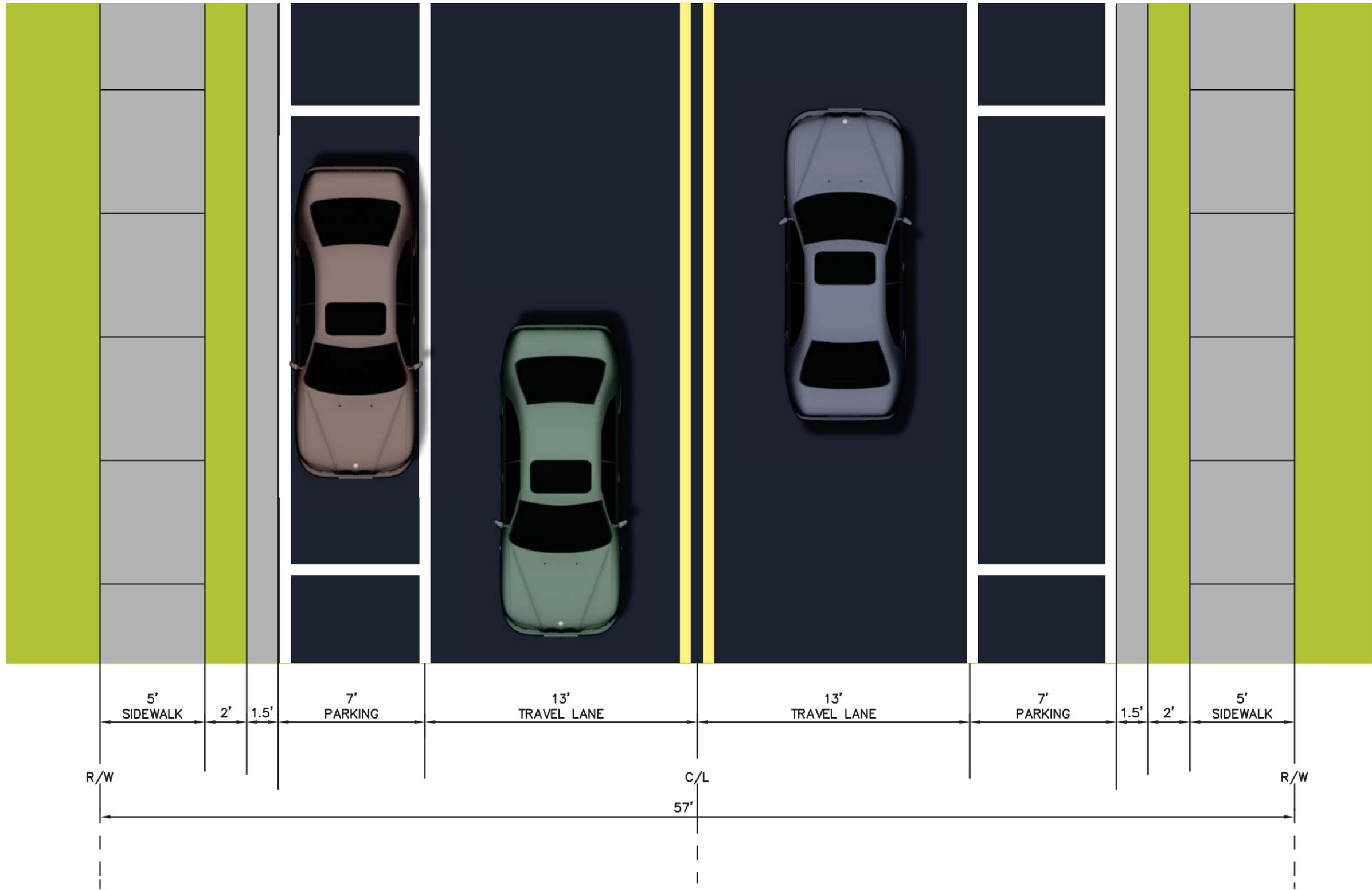
Alternative B:

This alternative reduces the lane size to the FDOT minimum width of 10.5 feet, which would decrease vehicle speeds, reduces on-street parking to only the northern side of the road, making available roadway for bike lanes on both sides of the road. With the travel lane width suggested to be 10.5 feet Wide, coordination with Marion County is needed to ensure the roadway will remain compliant with standards. This option is relatively low cost as in many cases the alternative will be created through restriping the roadway. The bicycle lanes are only five feet with a one-foot buffer to allow for more cyclist use of this facility. This alternative includes the following and can be seen in **Figures 6 and 7**:

- ⊙ 10.5-foot travel lanes
- ⊙ 5-foot bike lanes on both sides with a 1-foot buffer
- ⊙ 7-foot parking on north side
- ⊙ 5-foot sidewalks on both sides

Figure 3: Existing Typical Section (Aerial View)

PENNSYLVANIA AVENUE
EXISTING TYPICAL SECTION

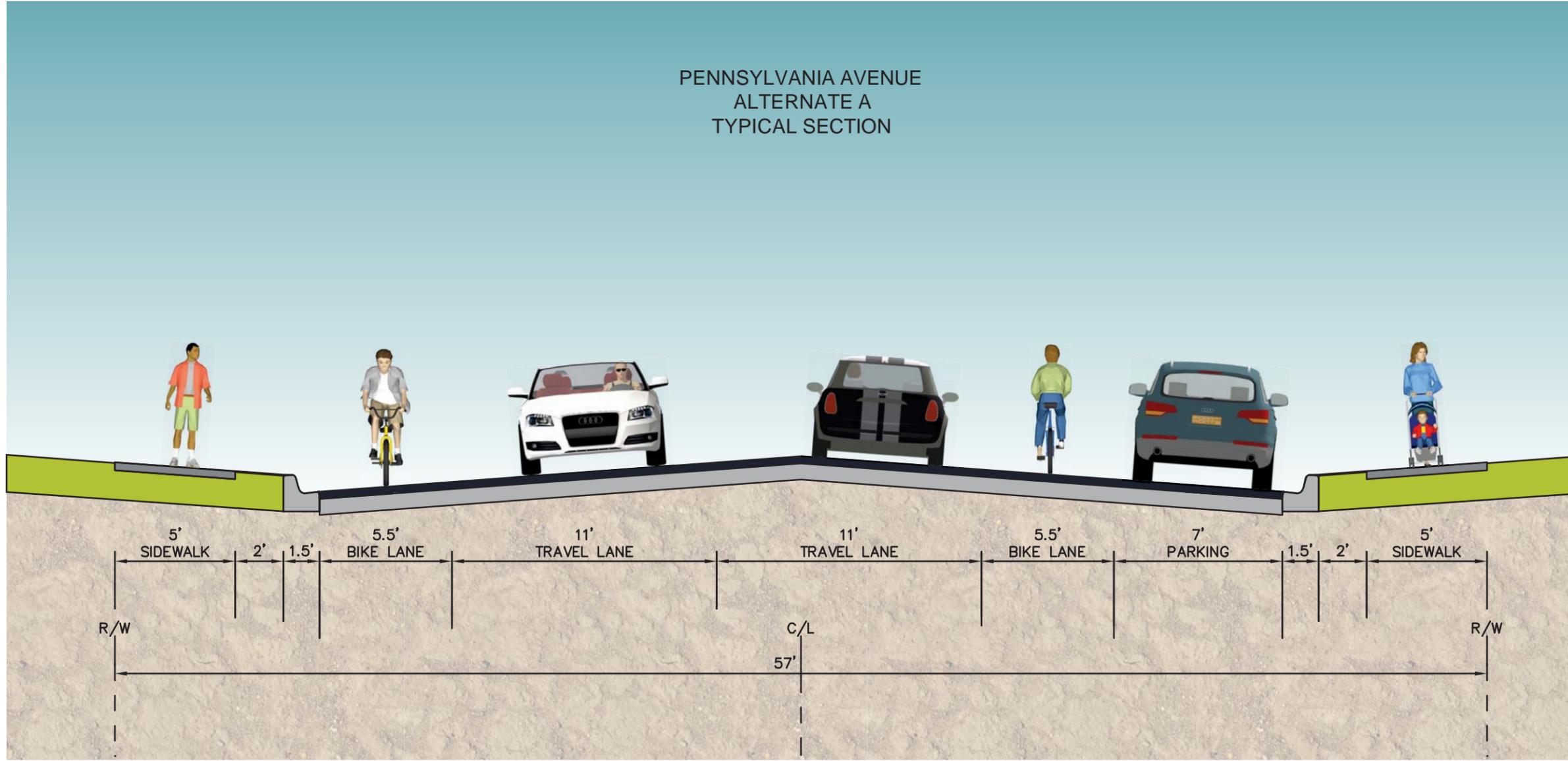


R/W 5' SIDEWALK 2' 1.5' 7' PARKING 13' TRAVEL LANE 57' C/L 13' TRAVEL LANE 7' PARKING 1.5' 2' 5' SIDEWALK R/W

\S:\24\2410\2410101 - Pennsylvania Avenue\CAD\Utilities\TYPICAL SECTION.dwg, Logon:DJM1 TYPICAL Feb 08, 2016 derry.courtesy
 2015 11-13-2016 10:40:00 AM
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	EXISTING TYPICAL SECTION		KHA PROJECT 040668019 DATE FEBRUARY 2016 SCALE AS SHOWN DESIGNED BY KHA DRAWN BY DSC CHECKED BY ALG DATE	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	Kimley»Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000896	REVISIONS No. DATE BY
	SHEET NUMBER 01					

Figure 4: Alternate A Typical Section

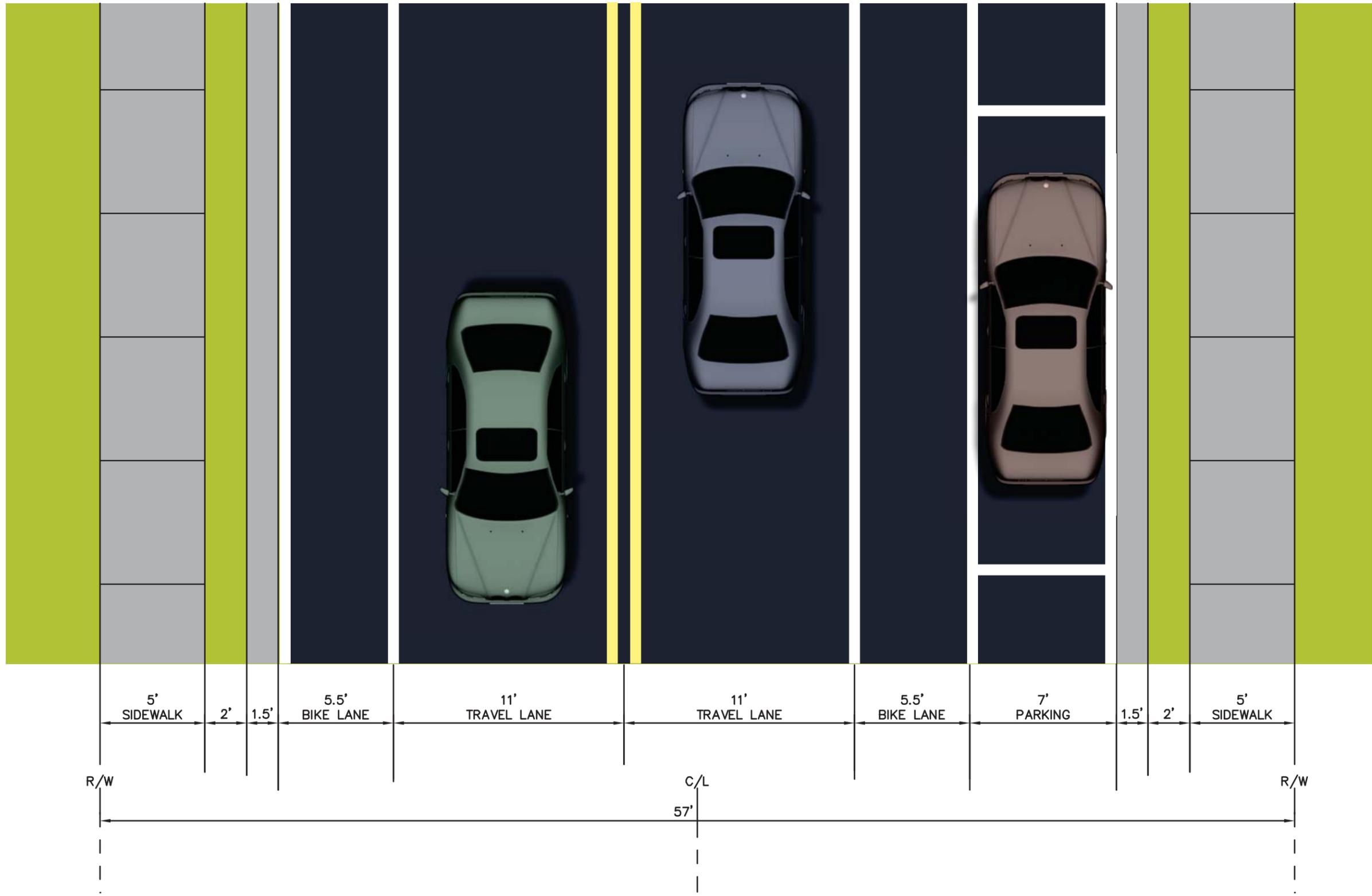


This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE A TYPICAL SECTION		KHA PROJECT 04068019	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	Kimley»Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000696	
	SHEET NUMBER 02	DATE FEBRUARY 2016	SCALE AS SHOWN	DESIGNED BY KHA		DRAWN BY DSC

Figure 5: Alternate A Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE A
TYPICAL SECTION



R/W 5' SIDEWALK 2' 1.5' 5.5' BIKE LANE 11' TRAVEL LANE 11' TRAVEL LANE 5.5' BIKE LANE 7' PARKING 1.5' 2' 5' SIDEWALK R/W

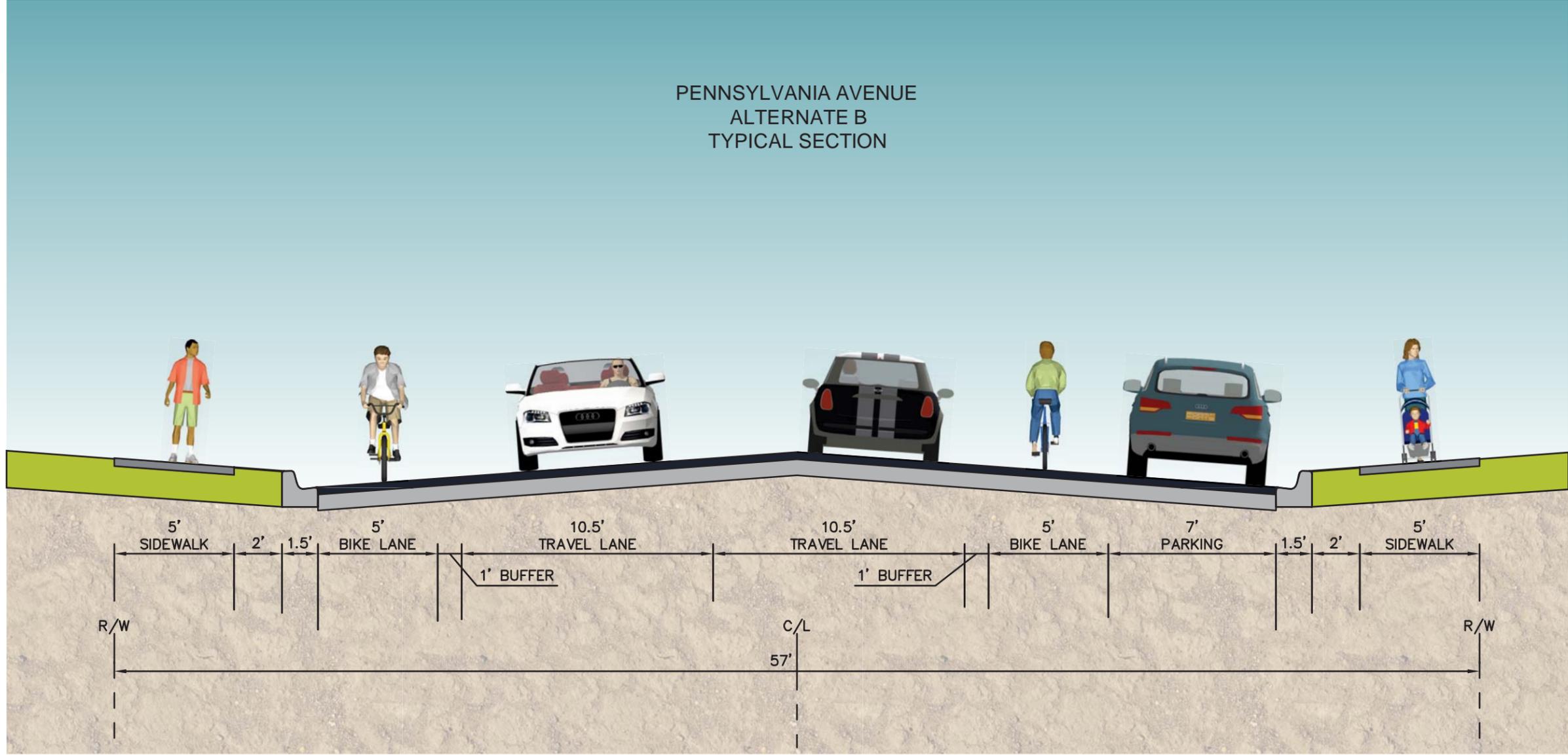
C/L 57'

\S:\2016\0216\0216019\0216019.dwg - Pennsylvania Avenue\CAD\0216019\TYPICAL SECTION.dwg, Legend\T 4 TYPICAL, File 08, 2016 derry.courtesy
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE A TYPICAL SECTION		KHA PROJECT 040688019	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	No. _____ DATE _____	
	SHEET NUMBER 02	KHA PROJECT DATE FEBRUARY, 2016	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY DSC	CHECKED BY ALG



Figure 6: Alternate B Typical Section



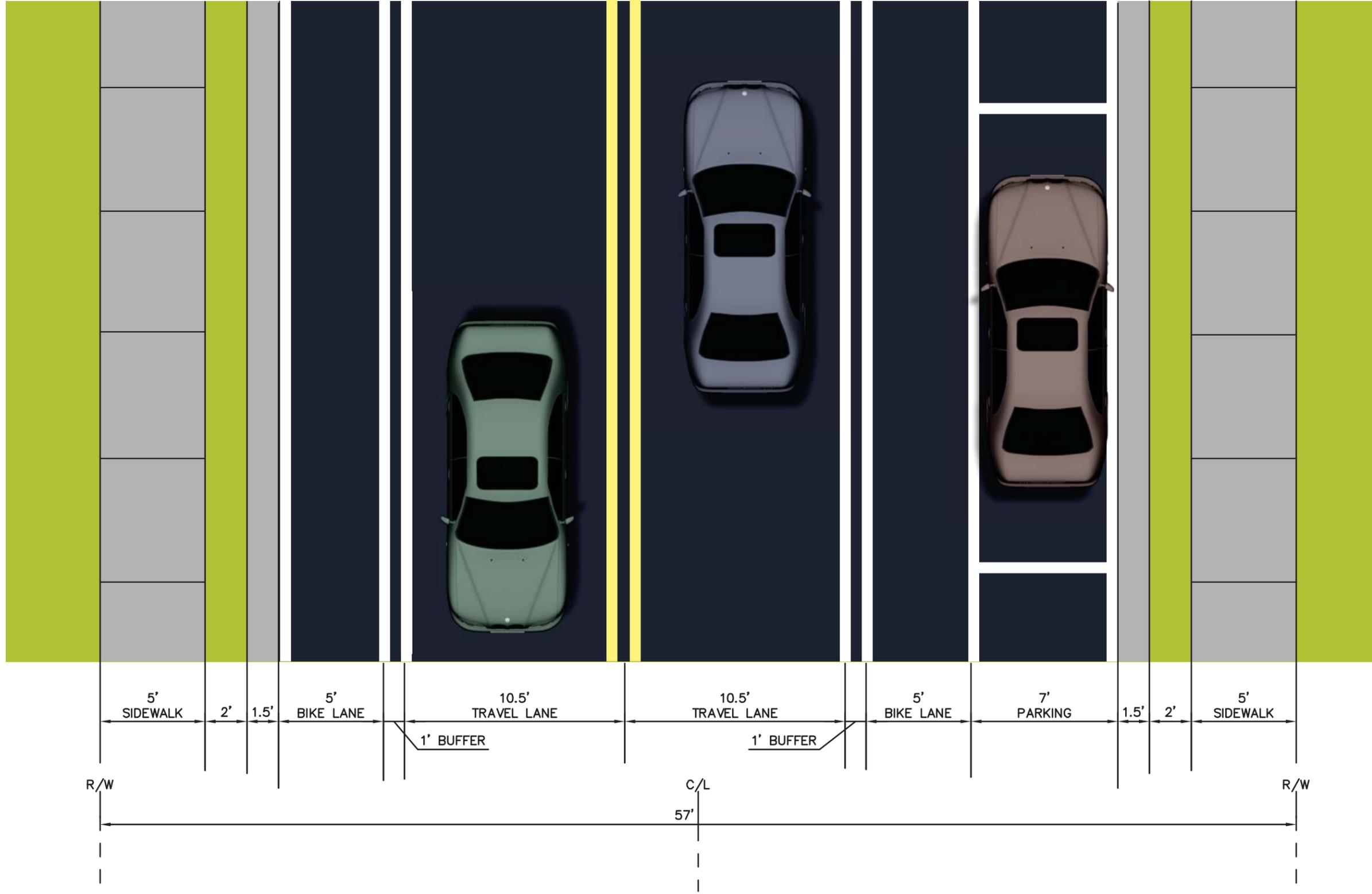
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE B TYPICAL SECTION	KHA PROJECT: 04068019 DATE: FEBRUARY 2016 SCALE: AS SHOWN DESIGNED BY: KHA DRAWN BY: DSC CHECKED BY: ALG DATE:	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER: 72294
SHEET NUMBER	03		
		REVISIONS	No. DATE BY

Kimley-Horn
 © 2016 KIMLEY-HORN AND ASSOCIATES, INC.
 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471
 PHONE: 352-438-3000
 WWW.KIMLEY-HORN.COM CA 00000696

Figure 7: Alternate B Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE B
TYPICAL SECTION



\Users\jch\Documents - Pennsylvania Avenue\CAD\Utilities\Typical Sections.dwg, Legend.rvt 3 TYPICAL Feb 08, 2016 09:57:00am
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE B TYPICAL SECTION		KHA PROJECT 04068019	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	No. _____ REVISIONS _____ DATE _____
	SHEET NUMBER 03	KHA PROJECT DATE FEBRUARY, 2016	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY DSC

Alternative C:

This alternative reduces the lanes from 13 feet to 11 feet which would reduce vehicle speeds. In addition this alternative would also reduce on-street parking to only the northern side of the road, which allows for the creation of a side path on the southern side of the roadway. This side path would be separated by some type of vertical separator such as a vertical delineator or vehicle curb separator. These provide a buffer allowing for more comfortable use of the side path for trail users. Roadway delineators can vary from rumble strip materials on the ground, low barriers, to vertical delineators of multiple designs and heights. This alternative will likely be more expensive than alternatives A and B. The following can be seen in **Figures 8 and 9**:

- ⦿ 11-foot travel lanes
- ⦿ 8-foot side path on south side with a 3-foot buffer and delineators on the road
- ⦿ 7-foot parking on north side
- ⦿ 5-foot sidewalks on both sides



⦿ www.fhwa.dot.gov



⦿ www.en.zicla.com

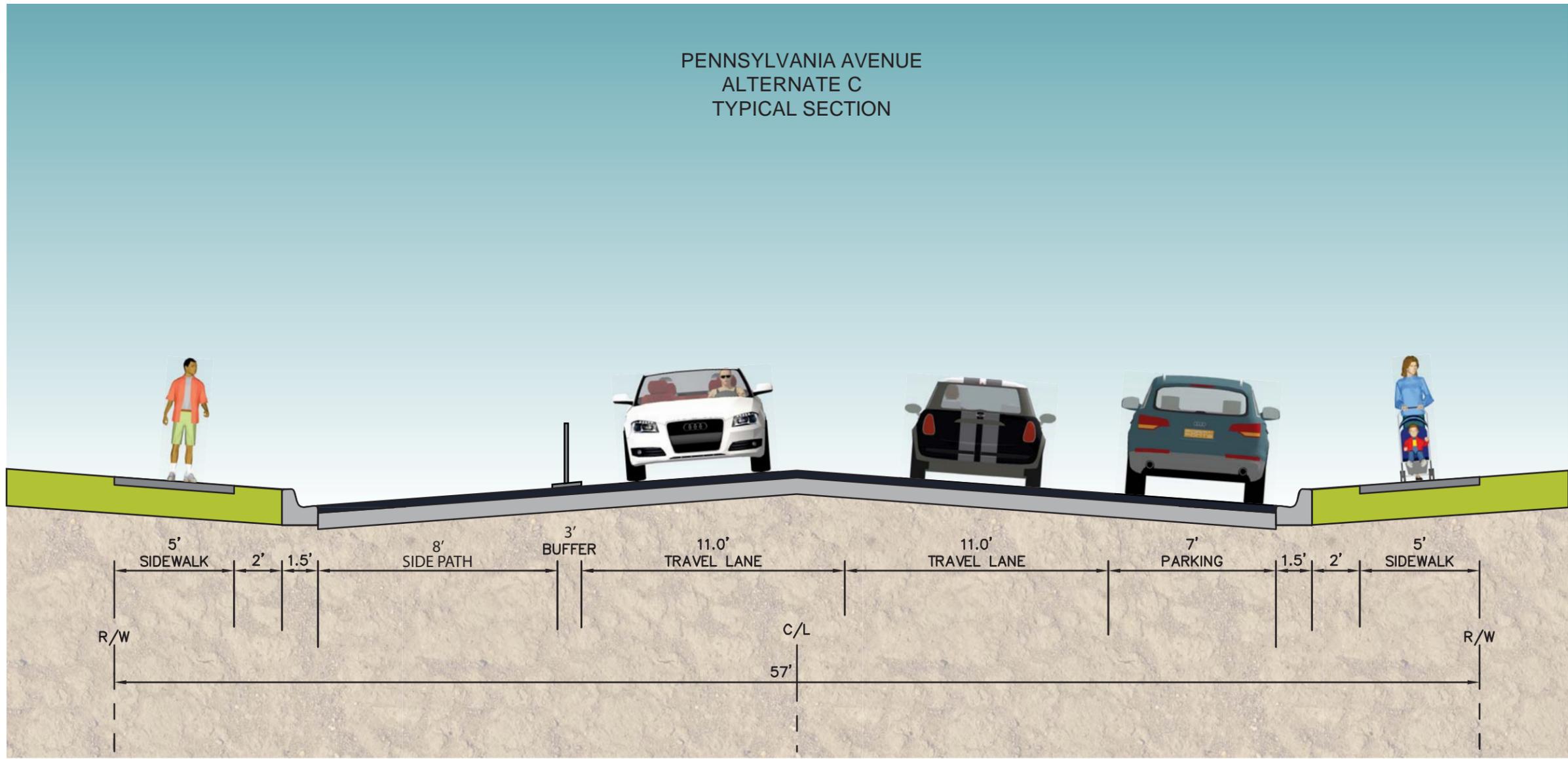


⦿ www.fhwa.dot.gov



⦿ www.wamu.org

Figure 8: Alternate C Typical Section



I:\2016\0216\02160010\Drawings\Avenue\02160010\Typical Sections\Typical Section.dwg, Legend.rvt 1 Typical, Feb 08, 2016 09:07:00am
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE C TYPICAL SECTION		KHA PROJECT 04068019	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	Kimley-Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000696	REVISIONS No. DATE BY
	SHEET NUMBER 04	DATE FEBRUARY 2016	SCALE AS SHOWN	DESIGNED BY KHA		

Alternative D:

This alternative reduces the lane size from 13 feet to 11 feet which would decrease vehicle speeds and removes all on-street parking and adds a two-way left turn lane/landscaped median. A sidewalk is proposed on the northern side, while a 12-foot shared-use path is recommended on the southern side. This alternative is one of the safer options as it completely separates motor vehicles from other users and provides a turn lane/median area that separates the travel lanes. This alternative will likely be the highest cost of implementation. This alternative includes the following and can be seen in **Figures 10 and 11**:

- ⊙ 11-foot travel lanes
- ⊙ 11-foot turn lane and/or landscaped median
- ⊙ 12-foot shared-use path on south side, off the road
- ⊙ 5-foot sidewalk on north side

Alternative E:

This alternative reduces lane size from 13 feet to 11 feet which would reduce vehicle speeds, maintains on-street parking on the northern side. A sidewalk is present on the northern side, while a 12-foot shared-use path is implemented off the road on the southern side. This is the best overall option for safety and connectivity, by separating motorists from other users and continuing to provide on-street parking for the local businesses. This alternative has higher predicted costs for implementation. This alternative includes the following and can be seen in **Figures 12 and 13**:

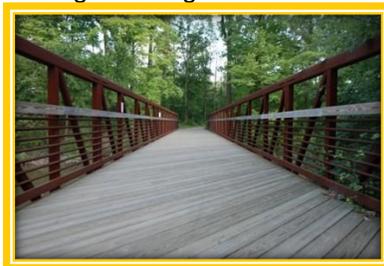
- ⊙ 11-foot travel lanes
- ⊙ 12-foot shared-use path on south side, off the road
- ⊙ 7-foot parking on north side
- ⊙ 5-foot sidewalk on north side

Bridge Options:

During the Stakeholder meetings, modification of the Rainbow River Bridge was discussed to integrate with the proposed CR 484 design alternatives. Three options were discussed in the meetings:

- ⊙ Use the existing shoulder along the bridge
- ⊙ Develop a separate bicycle/pedestrian bridge
- ⊙ Do nothing

Use of the existing shoulder is only recommended for a temporary solution. Use of the existing shoulder would require either the implementation of roadway barriers or crosswalks to allow bi-directional travel of pedestrians over the bridge. The stakeholder input indicated that the public favored the implementation of a bicycle/pedestrian bridge over the Rainbow River. This separate bridge option will increase pedestrian and cyclist safety by separating them from the vehicle travel lanes while providing adequate width for bi-directional travel. Additionally, this option will allow for more direct travel between the downtown area, Blue Run Park, and the nearby trail system. Both suggested improvement options will require additional engineering design to connect the bridge with the Blue Run Park. The implementation of a new bridge is a longer term project due to anticipated cost. Implementation of the separated shoulder option will also require funding for design and construction however, at far less cost than the separate bicycle/pedestrian bridge.



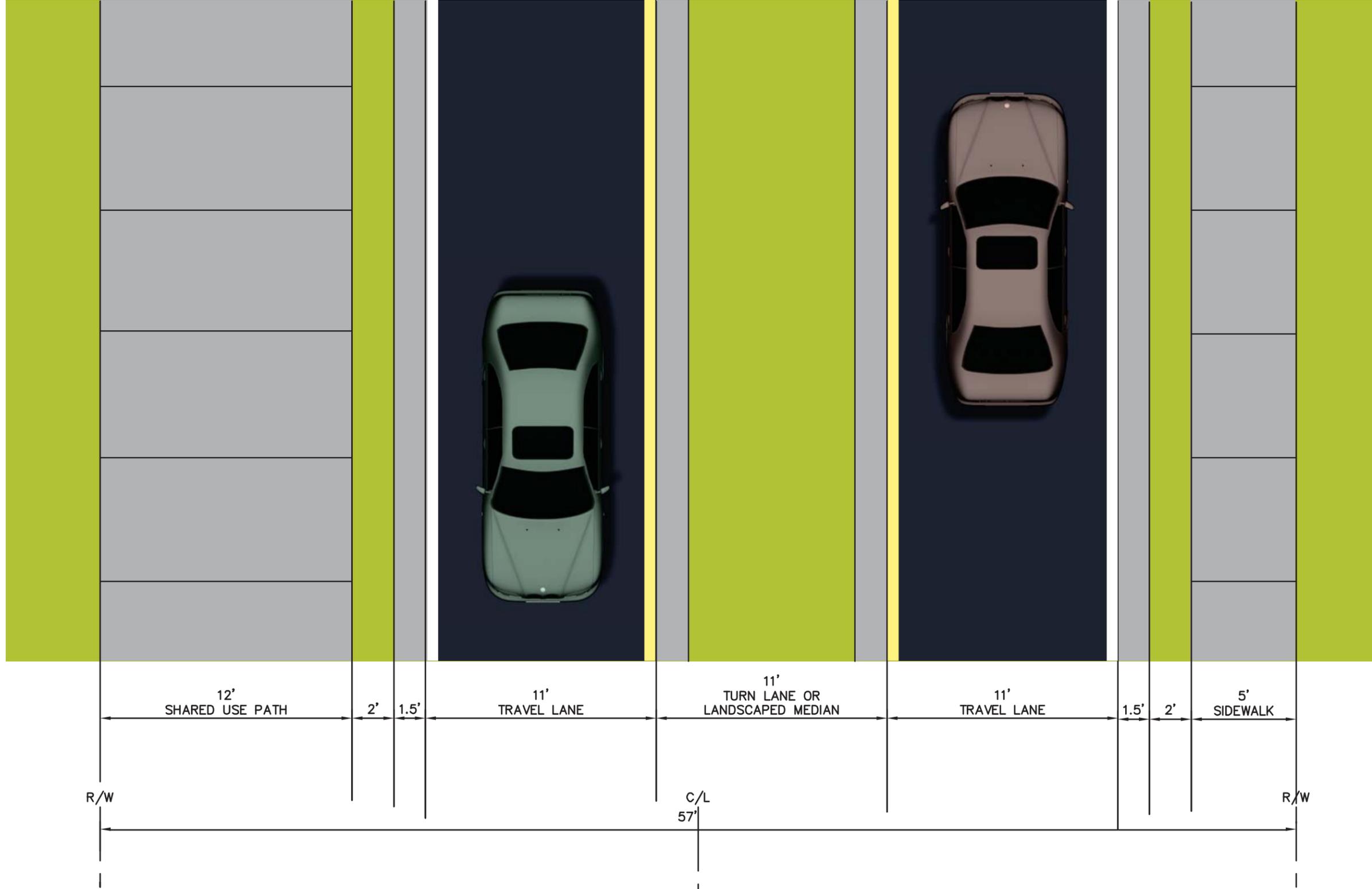
⊙ www.artthuresoninc.com



⊙ Site Visit

Figure 11: Alternate D Typical Section (Aerial View)

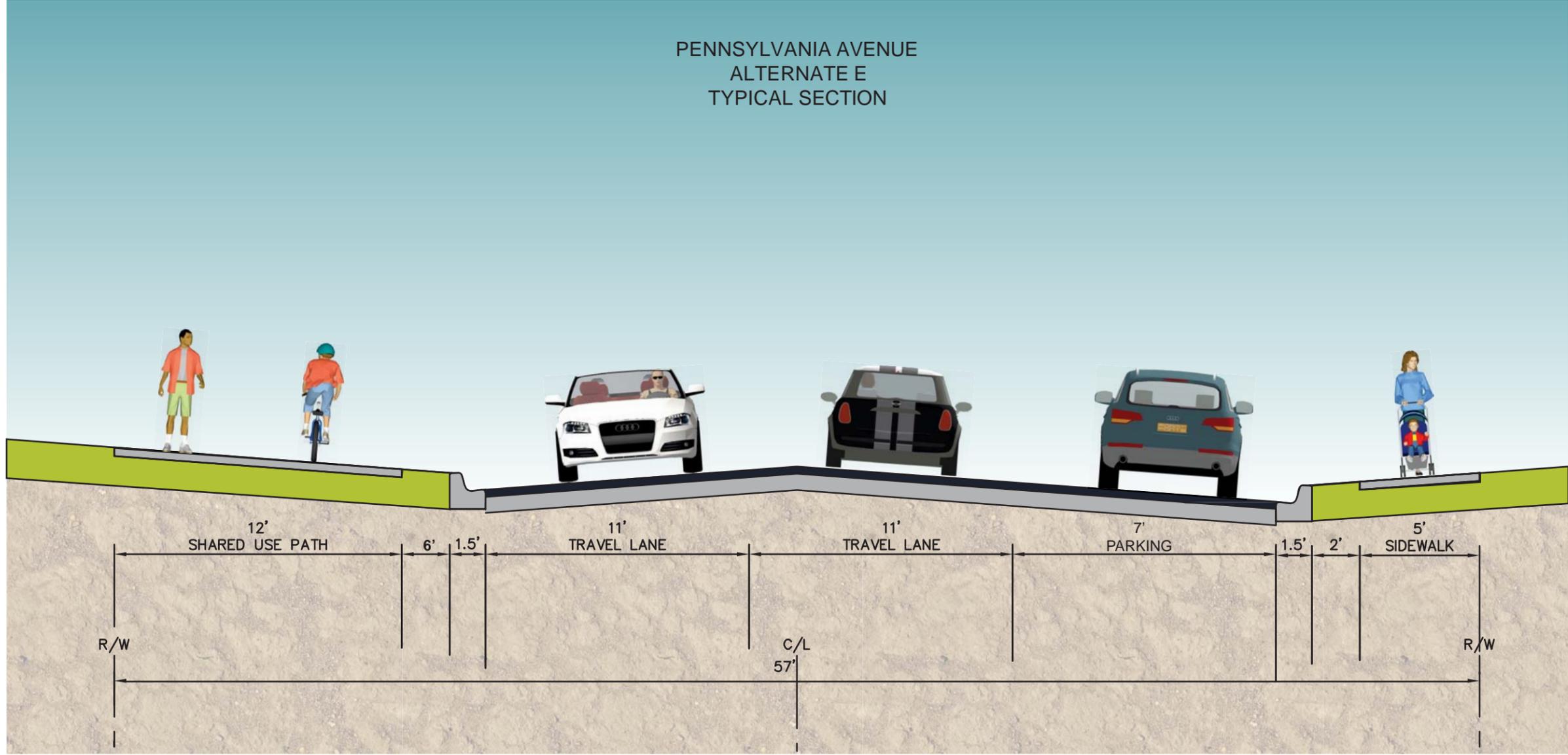
PENNSYLVANIA AVENUE
ALTERNATE D
TYPICAL SECTION



\s\154_0114\15408019 - Pennsylvania Avenue\CAD\Utilities\TYPICAL SECTIONS.dwg, Legend\ALT 2 TYPICAL Feb 08, 2016 derry.courney
 2016 11:38:58 AM
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE D TYPICAL SECTION		KHA PROJECT 04068019	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	Kimley-Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 0000696	No. _____ REVISIONS _____ DATE _____ BY _____
	SHEET NUMBER 05	KHA DATE FEBRUARY 2016	SCALE AS SHOWN	DESIGNED BY KHA DRAWN BY DSC CHECKED BY ALG DATE: _____		

Figure 12: Alternate E Typical Section

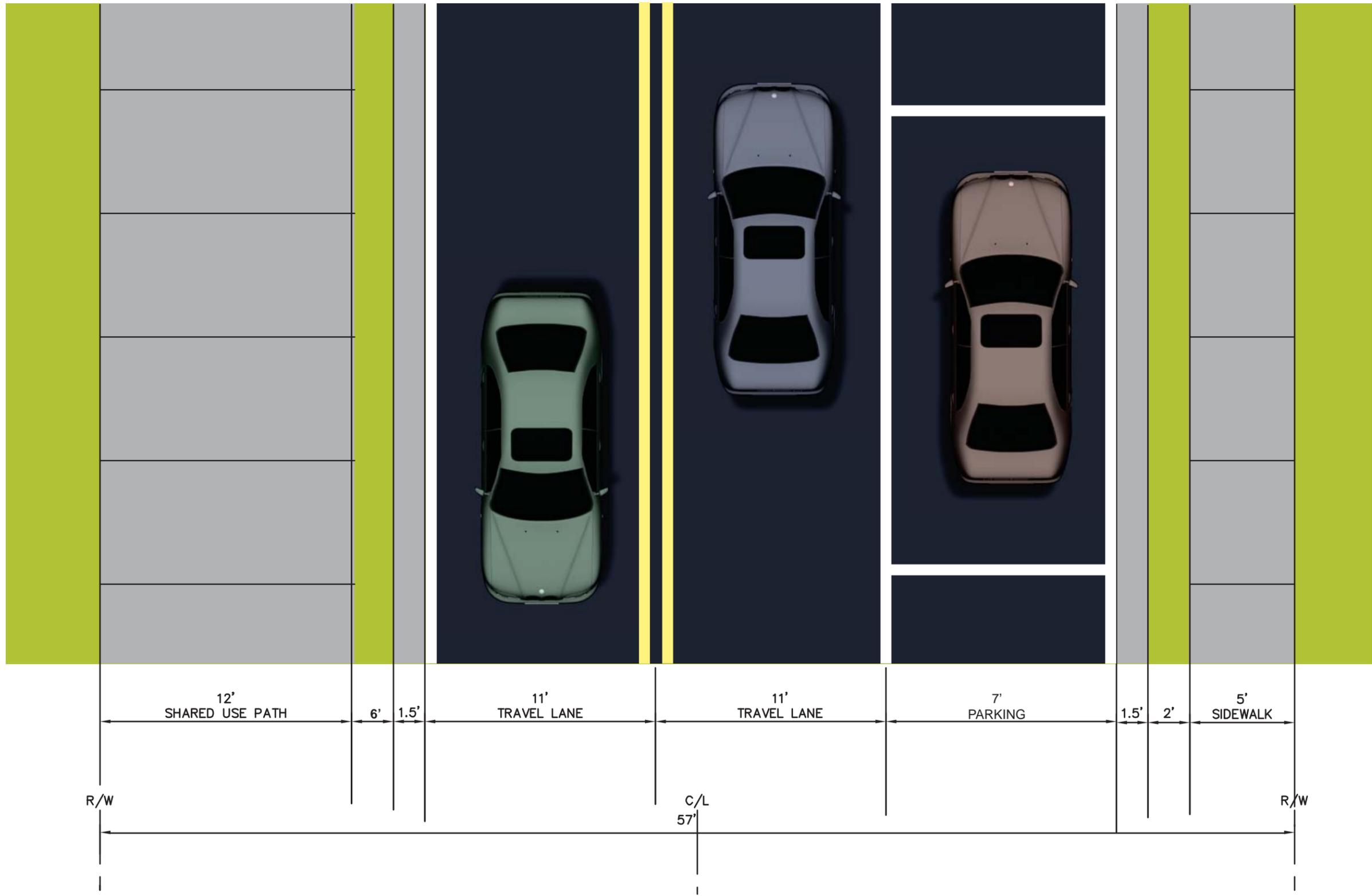


This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	ALTERNATE E TYPICAL SECTION		KHA PROJECT 04068019	LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	Kimley-Horn © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 00000696
	SHEET NUMBER 06	DATE FEBRUARY 2016	SCALE AS SHOWN DESIGNED BY KHA DRAWN BY DSC CHECKED BY ALG	REVISIONS No. DATE BY	

Figure 13: Alternate E Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE E
TYPICAL SECTION



R/W
12'
SHARED USE PATH
6'
1.5'
11'
TRAVEL LANE
1.5'
11'
TRAVEL LANE
7'
PARKING
1.5'
2'
5'
SIDEWALK
R/W
C/L
57'

\s\13\13_013\13_013.dwg - Pennsylvania Avenue\CAD\Utility\Typical Sections.dwg Legend\ALT 2 TYPICAL Feb 08, 2016 derry/courney
 2016 11:30:00 AM
 This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, and shall be without liability to Kimley-Horn and Associates, Inc.

PENNSYLVANIA AVENUE PREPARED FOR OCALA/MARION COUNTY TPO CITY OF DUNNELLON FLORIDA	KHA PROJECT 04068019		LICENSED PROFESSIONAL		 © 2016 KIMLEY-HORN AND ASSOCIATES, INC. 1823 SE FORT KING STREET, SUITE 200, OCALA, FL 34471 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM CA 0000696	
	DATE FEBRUARY 2016	SCALE AS SHOWN	DESIGNED BY KHA	DRAWN BY DSC		CHECKED BY ALG
SHEET NUMBER 06	ALTERNATE E TYPICAL SECTION		AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294	REVISIONS		BY
				No.	DATE	

Stakeholder Outreach

Dunnellon City Council – February 17, 2016:

A meeting was held with the Dunnellon City Council to gather input on the newly developed design alternatives for the Pennsylvania Avenue corridor. The Council generally agreed that Alternative C was the preferred option. This option contained the features that the Council desired to see from a streetscape such as maintaining some of the on-street parking and implementing a shared-use path, while requiring a more modest budget to implement. The Council expressed concerns over the types of vertical barriers/delineators and signage that could be used in the design. Concerns over the aesthetics of the delineators and the implementation of other options were discussed to increase the safety of the corridor. Additionally, the Council expressed a desire to explore external funding sources such as the Florida Department of Environmental Protection's Recreational Trails Grant Program. This is a competitive grant program that allows local governments to compete for federal funding for trail facilities.

Public Meeting - March 30, 2016:

A public meeting was held at the Dunnellon Bingo Hall on Wednesday, March 30, 2016. The meeting was held to gather public input on the Pennsylvania Avenue alternatives. There were 46 attendees who participated, and there were 32 comment forms submitted. Alternative C had the most community support followed by Alternative D. Eight individuals did not indicate which alternative they would support, but did indicate that they would like to see bicycle access improvements to Pennsylvania Avenue. Two individuals clearly indicated that they would not like to see anything done to the roadway. The other category is comprised of individuals who shared concerns for safety, turn lane availability, and the impact on businesses. Several individuals indicated they were in favor of Alternative E, but made the decision to support other options due to the potential costs and time it would take to implement.

Results

Throughout the stakeholder engagement process, it was clear that the City Council and the residents that participated in the process favored Alternative C. This alternative accomplishes the addition of a shared-use path while maintaining on-street parking on the north side of the corridor. This alternative creates a safe facility for non-motorized users and will likely increase usage from non-proficient cyclists and pedestrians. Any safety related issues with this option will have to be examined during the engineering design phase. The design phase will have to address the curb cuts to existing land uses, on-street parking, and the Alternative C bicycle facility. The on-street parking will remain on the north side of the road to service the local businesses as well as weekend visitors to Blue Run Park. Additionally, the long term option of building a separate bicycle/pedestrian bridge was favored over using the existing shoulder along the Rainbow River Bridge. This bridge option will be used to create a safe and efficient route for cyclists and pedestrians to travel between the downtown Dunnellon area and Blue Run Park and ultimately to other regional trails. Any modification to Pennsylvania Avenue or the bridge will require coordination with Marion County Engineering. Additionally, Marion County Engineering should be coordinated with to make the connection from the bridge to the Blue Run Park. The proposed modifications to Pennsylvania Avenue will allow Dunnellon to make the necessary changes to accommodate increased cycling in the area as well as draw new visitors to this area.

The results of this report are to examine Alternative C with further engineering analysis and design to ensure the safety and access features have been properly addressed. In addition, the results suggest the consideration of the long term goal for the implementation of a separate bicycle/pedestrian bridge over the Rainbow River. These actions will require engineering design to be completed as the next phase.

**CITY OF DUNNELLON
CITY COUNCIL WORKSHOP**

DATE: May 04, 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 5:35 p.m. and led the Council in the Pledge of Allegiance. He asked if any invitee or volunteer was present to open with prayer. Pastor Tom Welch provided the invocation.

ROLL CALL

The following members answered present at roll call:

Nathan Whitt, Mayor, Seat 1 – arrived approximately 6:55 p.m.

Vacant, 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

Chief Mike McQuaig, Police Dept.

Lt. Troy Slattery, Interim Fire Chief

Jan Smith, Finance Dept.

Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Andrew Hand

Shepard, Smith & Cassidy

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, April 29, 2016. Mrs. Bowne stated the agenda was amended to add backup as noted on the agenda.

Vice-Mayor Green introduced State Representative Charlie Stone and his wife, Michelle, who were present in the audience. He also introduced Wesley Wilcox, Marion County's Supervisor of Elections in Marion County.

Vice-Mayor Green stated an adjustment to the agenda is being made to move Agenda Item No. 8 to the beginning of the meeting to provide Mr. Wilcox an opportunity to answer any questions Council may have regarding this item.

**AGENDA ITEM NO. 8 – REFERENDUM QUESTION(S) DISCUSSION –
COUNCILMAN HANCOCK**

Mrs. Bowne said Council has been discussing the best process for acquiring input from the public, whether through a referendum process or straw poll. She stated she has been working with Mr. Wilcox and came up with a number of options to offer Council. She explained only questions that affect the City's Charter should be placed on a referendum. Mrs. Bowne said if the questions are only seeking information from the public, such as a survey or questionnaire, and do not have an impact or change to the Charter, they are considered non-binding and a straw poll can be administered during an election process.

Mrs. Bowne provided the following informational handout:

CITY OF DUNNELLON

Options For Formal Public Input/Feedback to City Council

Option 1

Straw Poll: This is a formal process attached to an election. However, not binding just used as a tool to survey registered voters only.

- Will certainly provide a measure of validity and formality
- Will ensure a certain level of participation
- Will be affordable. No additional cost. City is already paying approximately \$1,000 for election ballot. Unless we have **so many questions** that it requires an extra ballot sheet, it could be an additional \$375. (1250 voters x .30)
- Will include registered voters within corporate limits only. Not all taxpayers.
- Not as fluid as other types of polling mechanisms. For example, must meet statutory requirements, very similar to a referendum such as no more than 75 words for each question. Does not allow for feedback or write in suggestions/options. No changes allowed after deadline.
- Will not allow much time to react to information in the budget process. Information/results not provided until after 8/30 election. First public hearing on budget is 09/12/2016.

Option 2

Mailing: Ballot mailed with return envelope to voter, taxpayer or both

- Will provide more freedom to expand length of each question and provide education.
- Will allow Council to receive results back earlier because City is in control of all dates.
- Allows for the City to approach both groups (voter and taxpayer) without asking them to come to us.

- Will not allow for one merged mailing of both groups (voter and taxpayer). Will require one mailing using Supervisor of Elections listing and a separate mailing from the Property Appraiser (property owner/taxpayer). Overlapping will occur. Tax payer may receive multiple ballots if he owns multiple parcels. A registered voter and taxpayer would receive two ballots (one from each mailing).

- Will not provide as much validity as an election process, will be an error factor in that it is a manual process.

- Will not be free. Will have the cost of staff time, postage, materials. 1,250 Voters/1564 taxpayers (1,311 excluding exempt taxpayers). Postage = $2814 \times .465 = \$1,308.51$, Printing $2814 \times .15 = \$422.10$
 - Staff time or just mailing- \$170.64 (Straight time/no OT calculated in this figure)
Approx 7.82 hrs
 - Postage – \$1,309 (no postage on return envelope)
 - Materials - \$473 (Labels = \$50, Printing = \$422.10, Envelopes = \$165)
 - Total = \$1,953 (Using a mailing house may bring this cost down around .60 per mailing \$1688/waiting on quote)
 - This does not include staff time to review and report the results.

Option 3

City Fair: Manual ballot process managed by City staff on a particular day where selected group(s) can come and complete ballot.

- Will provide more validity (not as much as an election, but perhaps more than mailing).
- Will have some advertising costs for public notification via paper, water bill, website, etc.
- Will have printing costs and staff expense.
- Will not have access to voting equipment because of timing. Resources just not available at the elections office because the timing.

Mr. Wilcox stated in order for him to prepare the ballots for the August primary, the deadline for receiving the questions would be June 24th, and the deadline for November's ballot would be August 31st.

Councilman Hancock said he believes the mailing option captures the best opportunity to get the most information from the voters and taxpayers.

Councilman Dillon stated the only referendum he wants on the November ballot is whether the residents of the City want the city manager as a Charter position.

Council and staff engaged in discussion with Mr. Wilcox regarding the options for formal public input.

Mr. Wilcox stated with the mailer process, you have the option to include educational material. He stated Florida Statute strictly governs what can be placed on a formal ballot.

Vice-Mayor Green explained the two different issues being discussed (1) a proposal to be made in an election situation and (2) a mailing that would provide feedback on the four issues Councilman Hancock is presenting this evening.

Councilman Dillon stated if we are going to do this, he would like to proceed and vote on it at the next council meeting and move forward.

Council agreed on using the mailer process. Councilman Hancock stated once all the necessary data is received the survey can be completed and approved by Council.

Councilman Hancock suggested a separate motion on the agenda to approve and direct staff to develop a referendum ordinance for the city manager position.

Mr. Wilcox stated he could provide a list of all registered voters within three (3) days. He said anything Council would like to place on the August 30th ballot must be submitted by June 24th at noon, which is the end of qualifying for all candidates on this ballot. He stated for the November 8th ballot, he would need that language by noon of August 31st, the day after the August 30th election.

AGENDA ITEM NO. 1 – BOARD REPORTS

Brenda D'Arville, Planning Commission Chair, reported on the public hearing for the Wendy's site plan review. She said the first public hearing to discuss the Comprehensive Plan Amendments is scheduled for Monday, May 2nd at 5:30 p.m.

Hugh Lochrane, Utility Advisory Board Chair, discussed the joint workshop meeting held with Council and the UAB. He presented the Board's recommendations and a brief presentation, *which is attached hereto and made a part of these minutes.*

Councilman Hancock stated he attended the special workshop with the UAB and said the Board is requesting Resolution #RES2012-29 be recognized as an obligation to be repaid, and should be included as part of the budget process. He said the Board is providing a methodology for repayment.

Council and staff engaged in brief discussion with Attorney Hand.

Attorney Hand recommended including language in the proposed motion on a yearly basis recognizing the obligation. He said you can accomplish the goal, but have a caveat that makes it legal.

Council directed staff to draft a motion for Council to recognize the resolution as an obligation to be repaid and budget accordingly.

AGENDA ITEM NO. 2 – DUNNELLON BUSINESS ASSOCIATION REPORT

Danielle Stevens, Assistant Executive Director, provided her report on DBA's April meeting, which was held at the new hotel. She stated their next meeting is scheduled for May 24th at the Boys and Girls Club, and all proceeds from the event will be donated to the Boys and Girls Club for their basketball court.

AGENDA ITEM NO. 3 – DUNNELLON CHAMBER OF COMMERCE REPORT

Penny Lofton, Director, had to leave the meeting prior to giving her report. Mrs. Bowne stated she would work with Mrs. Lofton to include her report during the council meeting on Monday, May 9th.

Councilman Hancock stated the Rainbow River cleanup will be held Saturday, May 14th.

AGENDA ITEM NO. 4 – BOND REFINANCE PROPOSAL – PRESENTATION BY STEVE SMALL , CAPITAL RESOURCE ASSOCIATES, INC.

Mr. Small provided a handout to Council and staff *which is attached hereto and made a part of these minutes* and reviewed the fees and costs on the "Term Sheet" with Council and staff. He stated these are only estimated terms because he did not have an accurate balance for the BB&T bond. He said he is looking at a five (5) year treasury rate with a seven (7) year reset. He explained the closing costs on the second page and said some of the costs, such as the Doc Stamps and Intangible Tax, may not apply to the City.

Vice-Mayor Green asked Attorney Hand if he would research the Doc Stamps and the Intangible Tax to determine if they apply to the City. Attorney Hand stated he would.

Councilman Dillon asked Mrs. Smith what interest rate is the City currently paying BB&T. Mrs. Smith replied 3.92%.

Councilman Hancock asked if this proposal is going to reduce or increase the overall debt, and by how much. He asked if the \$6,844,475 is the total cost increase of the \$6,500,000.

Mr. Small replied yes, and explained the closing costs and fees. Councilman Hancock stated, "so the debt is going up \$345,000." Mr. Small stated yes, if the balance of the bond is \$6,500,000.

Mrs. Smith stated the balance of the loan is 5.4 million dollars.

Mr. Small stated with sufficient collateral, the City may finance 100% of the loan amount up to 30 years.

Councilman Hancock asked if the maintenance fee was over and above. Mr. Small said yes. He said it is a half of a point per year based on the outstanding 70% guarantee portion, and would be due annually. He stated the USDA will bill for the annual maintenance fee in December of each year and it would be due in January.

Councilman Hancock question Mr. Small regarding the scope of CRA's services.

Mr. Small explained he would prepare the package by underwriting through USDA, provide a credit analysis to support the underwriting and send it out to the banks. He would review the audit report, the operating plans and walk it through to the closing. He said a closing attorney will handle the closing.

Councilman Dillon questioned Mr. Small regarding the 2% fee amount due upon engaging CRA. He stated the City does not have any money at that point. Mr. Small stated he could change that language because he knows the City's situation to "2% due at closing" and the payment would come out of the closing fees.

Mr. Small explained it's an incredible amount of work. He said he will do the City a favor, and if he is not successful, the City will not be obligated to pay the fee.

Councilman Hancock asked Mr. Small if he would prepare an addendum to this agreement. Mr. Small stated yes. Councilman Hancock asked if the City will have to pay the \$7,500 up front. Mr. Small replied yes.

Councilman Hancock asked Mr. Small questions regarding the verification process. He said if you are taking the books we use, isn't it verification? Mr. Small stated it is, but he is not the one verifying. He explained there is an outside auditor. Mrs. Smith said Mr. Small would be attesting to the accuracy of those records.

Councilman Hancock stated he wanted to be sure that whatever information the City provides is accurate and reflects the City's position.

Mr. Esch stated Mr. Small has a copy of the audit report. Mrs. Smith stated the internal financials to be provided would be balance sheets and an income statement.

Councilman Hancock reiterated to Mr. Small that the City would stand aside on the 2% if he's unsuccessful. Mr. Small stated yes. Councilman Hancock asked Mr. Small if we would owe USDA 3%, whether successful or not? Mr. Small stated no; only if you close and it would be due on the day of closing.

Vice-Mayor Green asked Mr. Small if the 2% comes out of the closing fees. Mr. Small replied yes.

Vice-Mayor Green stated according to Mrs. Smith we are currently paying approximately 3.39% interest on our current balance. However, Mr. Small stated the new rate will be somewhere between 4.5 and 5.5%. Vice-Mayor Green said he is concerned because the City is sinking further in debt and not solving the issue.

Councilman Hancock asked Mr. Lochrane, is it his assumption the debt would come down due to borrowing less money than what we are showing. Councilman Hancock said hopefully the debt would come down, but right now there is \$350,000 additional debt dollars to be spread over the life of the loan, but if done in one year, it would be a 10% rate increase. Mr. Lochrane said right now we are paying approximately \$300,000 a year. Mrs. Smith stated it is \$412,000 principal and interest split between water and sewer.

Mr. Small stated the benefit of this loan is its long term and the City will not have to revisit it every year.

Council and staff engaged in lengthy discussion regarding the BB&T loan.

Councilman Hancock said we are covering the BB&T loan now and there would be no additional debt if we continue to pay it off over the twenty (20) year timeframe. He said we are discussing an additional \$350,000 to refinance, but if BB&T would accept the option of spreading the balloon payment, there would be no additional cost. He said if BB&T would not accept this option, then we should work with Mr. Small on the refinancing.

Vice-Mayor Green stated it is 6:55 p.m. and the Mayor has joined the council meeting.

Mayor Whitt thanked Mr. Small for attending the meeting to review the documents and answer questions.

Councilman Dillon asked Mr. Small how long he had been working on this. Mr. Small replied January or February of last year when he began reviewing the City's financial audits.

Councilman Hancock reiterated that the loan will be repaid by the captive users.

Vice-Mayor Green asked Mr. Small to provide Council with an accurate interest rate in the near future.

Mr. Small explained the rates fluctuate constantly and he is trying to lock in at around 4%. He stated the prime rate is directly tied to the federal rate and the treasury rate is not.

Councilman Hancock asked Mr. Small for an estimated turn-around time. Mr. Small replied no more than three months.

AGENDA ITEM NO. 5 – LEASE DISCUSSION FOR OLD LIBRARY BUILDING - MARION SENIOR SERVICES – JENNIFER MARTINEZ (BACKUP ADDED)

Ms. Martinez explained she was not present at the council meeting and was unclear as to Council's plans for the building. She expressed her concerns regarding partnering with the artist group and sharing of the space. She stated her goal is to serve twenty (20) clients and she is looking for a long term solution.

Walter McClellan, 9291 SW 193rd Circle, discussed the square footage and the security of the art. He said his understanding was that Ms. Martinez would calculate the square footage she required and his group would take the balance.

Council and staff engaged in discussion with Mr. McClellan and Ms. Martinez regarding the use of the building.

Lt. Slattery volunteered to provide his assistance in determining the square footage required for approximately twenty (20) clients and servers.

AGENDA ITEM NO. 6 – DISCUSSION ON VACANT PARCEL LOCATED AT 20717 WALNUT ST- CITY MANAGER

Mr. Esch explained the demolition and lien on this parcel. He said he was approached by Councilman Dillon to look at the property and the possibility of using it for a parking lot. He said in his opinion the parcel did not look large enough to be a good fit for a parking lot. He said the owner of the property initially sent an email to the City and requested a waiver of 50% of the interest on the lien and later requested the City waive all of the fees.

Mr. Esch recommend Council allow a 50% reduction of the interest fees.

Councilman Dillon said he talked to the owner who is willing to sell the property for a fair price. However, he explained the lien amount is more than the parcel is worth. He said because of the parking issues in the historic district, he wanted to provide the City an opportunity to pursue it for parking.

Council and staff engaged in brief discussion regarding the lot and the City's lien/fee structure.

Councilman Dillon asked whether he should recuse himself from voting on this item at the next meeting due to a personal interest in the property. Attorney Hand stated he would research and provide an answer during Monday's council meeting. Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 7 – REVIEW APPLICATIONS FOR APPOINTMENT TO CITY COUNCIL SEAT NUMBER TWO (2) PER CITY'S CHARTER

Council and staff engaged in brief discussion.

Mayor Whitt stated his support for former councilmember Valerie Porter Hanchar.

Councilman Dillon, Councilman Hancock and Vice-Mayor Green stated their support for Larry Winkler.

Mayor Whitt asked Attorney Hand if someone was involved in a recall petition to remove a councilmember, are they viable to fill a seat. Attorney Hand replied yes.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 9 – AGREEMENT #AGR2016-12 CHOICE HOTEL CDBG WATER MAIN EXTENSION PROJECT, CHANGE ORDER #1

Mr. Esch explained there was a utility conflict on 99th Place which involved an increase in valve vault size, reducing length, rescheduling of jack, bore, fencing removal and replacement due to water main realignment results in a contract price increase of \$11,137.35. He said the contract price amended to \$469,519.95. DEO has approved contract change order.

Mr. Esch addressed a change order he will be bringing before Council. He said the American Legion and the neighboring dentist office located north of town on Hwy. 41 have asked to connect to the City's water line. He said the original design provided for a one (1) inch water line, but now requires a three (3) inch water line to feed both properties. He explained DEO did not approve this change order to be funded by the grant. He stated he received a proposal from GWP for Change Order #2 for \$9,437.70, which would be paid out of the capital improvement bond proceeds.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 10 – VOLUNTARY COOPERATION/OPERATION ASSISTANCE AGREEMENT #AGR2016-02 WITH BELLEVIEW POLICE DEPARTMENT

Mr. Esch explained this is an annual renewal of the interlocal agreement with Belleview. Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 11 – CITY MANAGER - UPDATE

City Manager Goals – There was some confusion in the backup Mr. Esch provided. Mr. Esch stated he will email Council an updated version.

Board Vacancies - Mrs. Bowne explained the required certification. She said no action is required from Council.

19084 St. George Dr. - Mr. Esch explained the 50% fine reduction on this property from \$23,025 to \$11,750. He stated the amount is strictly the fine and the property has been connected to the city's water/sewer.

Traffic Citations - Mr. Esch discussed the parking tickets issued at the City Beach and the City Hall parking area. He said he will research with the Florida Fish and Wildlife.

Mr. Esch provided his report on the following:

- Gateway Signs RFP
- CDBG Project
- Dunnellon Airport Sign
- Technical Assistance Grant
- Working with Sherri Spiers on a grant
- Letter to BB&T will go out with whatever Council decides
- Commented on the annual Arbor Day event held at Dunnellon Middle School on Friday, April 29, 2016.

Walk on items:

- Short Tower Road – asking for authorization to move forward with paving
- Juliette Falls – permit expires-item not budgeted

Council agreed to place both items on the consent agenda

Councilman Hancock asked Lt. Slattery and Mr. Esch to provide update on gathering the information for capital improvements.

Council and staff engaged in brief discussion regarding the Fire Chief position.

AGENDA ITEM NO. 12 – COUNCIL COMMENTS

Mr. Esch commented on the Fire Assessment Study.

AGENDA ITEM NO. 13 – PUBLIC COMMENTS

Pastor Tom Welch, P.O. Box 143, Dunnellon, reminded everyone that tomorrow is National Day of Prayer from 12:00 p.m. to 3:00 p.m. Pastor Welch also commented on the presentations being difficult to see when using the wall for a screen.

City of Dunnellon
City Council Workshop
May 4, 2016
Page 11

Paul Marraffino, 19544 SW 82nd Place Rd., provided an update on the public meetings being held to discuss the long term plan for the connection to the Suncoast Parkway.

The meeting was adjourned at approximately 8:45 p.m.

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

**Utility Advisory Board
Recommendation**

Return of Funds Removed from Water and Sewer Enterprise Fund Reserves

At its April 18, 2016 meeting the Utility Advisory Board (UAB) reviewed and discussed options relative to the return of funds that were removed from Water and Sewer reserve accounts and used to fund the Greenlight project. The following background information and recommendations are hereby presented to the Dunnellon City Council.

1. Background:

a. Resolution 2010-06, dated 7/26/2010, authorized the creation of Greenlight and the associated Communications Enterprise Fund. The resolution also authorized a loan of \$50,000 from the Water/Sewer Funds to Greenlight. It is our understanding that this loan has been repaid and no further action is required.

b. Resolution 2012-29, dated 11/13/2012, authorized an inter-fund loan of \$1,478,430 from the Water/Sewer Funds to the Communications Fund. Stipulations of the loan are that it carries a .01% per annum interest rate and that it be paid in its entirety by 2017. To date, no action has been taken to repay this loan. The funds were transferred from the Water Capital Improvement/Connect Fees and Reserve Equipment Replacement accounts, and from the Sewer Reserve Equipment Replacement account. This loan remains outstanding.

c. Resolution 2013-18, dated 11/12/2013, authorized the transfer of \$1,962,826 from the Water/Sewer Funds to the Communications Fund. The funds were transferred from the Water Unrestricted Equity and Emergency Reserve accounts, and from the Sewer Capital Replacement account.

d. Resolution 2013-18 also authorized the transfer of \$1,362,664 from Water/Sewer bond proceeds to the Communications Fund. The UAB recognizes that the City is dealing with this transaction separately due to legal issues. The UAB recommends that the City continue making payments from the General Fund to replace the amount removed.

e. The combined amount transferred from Water/Sewer Fund reserve accounts is \$3,441,256.

2. Current Situation:

a. The Water/Sewer Reserve Accounts for Equipment Replacement are empty.

b. The combined amount in the Water/Sewer Emergency Reserve accounts is \$7,308.

c. The combined amount in the Water/Sewer Capital Improvement accounts is \$127,234.

d. The lack of funds in these reserve accounts directly affects the immediate and long-term safety and reliability of the Water and Sewer Utility Systems. This is a significant public interest situation that needs to be addressed by the City Council.

e. The lack of funds in these reserve accounts makes it impossible for the city to undertake utility system improvements and enhancements without borrowing funds.

3. Recommendations:

a. Assuming that the City does not have funds available in the short term to replace funds loaned and transferred from the Water and Sewer reserve accounts, and taking into consideration discussions about this matter at the joint Council and UAB workshop on 3/21/2016, the UAB recommends that the Council approve an agreement that allows the funds to be reimbursed over a period of time.

b. Starting with the fiscal year 2017 Water and Sewer Enterprise Fund budgets, the city should suspend any inclusion of expense items for city staff providing support to water and sewer operations and administration. For the purpose of determining the yearly amount to be applied toward the reimbursement, the city should use the amount of \$143,728, which is the amount being charged in the fiscal year 2016 budget.

c. Starting with the fiscal year 2017 Water and Sewer Enterprise Fund budgets, the city should include one-half of indirect expense items that contribute to the operation and administration of the water and sewer utilities, instead of the two-thirds contribution in the fiscal year 2016 budget. The yearly amount of \$12,274 (based on amounts in the fiscal year 2016 budget) should be applied toward the reimbursement.

d. The total of the above items is \$156,002 per year that would have to be absorbed by the General Fund. By not having these expenses included in the water and sewer funds, and by maintaining the existing utility rates, it should be possible to accommodate operation and maintenance expenses, gradually increase reserves and satisfy debt obligations.

e. The UAB recommends that the City establish a process for allocating these savings to the various reserve accounts.

e. The UAB recommends that the City establish optimum account balances for reserve accounts and continue adding to these accounts until the desired balance is achieved.

f. The UAB feels that the method of formalizing this plan to return funds to the water and sewer reserves should be determined by the Council.

Respectfully submitted,



Hugh Lochrane
Chairman, Utility Advisory Board

Utility Advisory Board

- **Joint meeting March 9, 2016 - discuss loan to Greenlight**
- **Produce a recommendation relative to action taken by Resolution 2012-29**
- **UAB meeting April 18, 2016**

UAB Meeting

- **Draft recommendation for repaying “loan”**
- **Concern about other transfers**
 - **\$1.96M from reserve accounts**
 - **\$1.36M from bond proceeds**
- **Board agreed to address all transfers**

Background

- **Resolution 2012-29 (11/13/2012)**
 - **Interfund loan of \$1.5 to be repaid by 2017**
- **Resolution 2013-18 (11/12/2013)**
 - **Transfer of \$1.9M from reserves**
 - **Transfer of \$1.36M from bond proceeds**
- **Total funds transferred \$4.82M**

Replace Bond Proceeds

- **Legal obligation to replace \$1.36M**
- **Separate line item in General Fund budget**
- **Time period and amount per year ????????**

City decides how to deal with this matter.

Current Situation

- **Reserves for equipment replacement = \$0**
- **Reserves for emergencies = \$7,308**
- **Reserves for improvements = \$127,234**

Impact

- **Re-building reserves means higher rates**
- **No means to replace aging equipment without incurring debt**
- **No funds available for major emergency situations**

Fix the Problem

- **Restore funds to reserve accounts**
- **Suspend General Fund expense items currently being charged to water and sewer funds (\$143,728)**
- **Allocate specific amounts to depleted reserves**
- **Establish optimum account balances for reserves**
- **Formalize plan**

Capital Resource Advisors, Inc.
510 East Druid Rd., Suite C
Clearwater, FL 33756
(727) 446-7758

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

April 12, 2016

Dear Mr. Esch:

Capital Resource Advisors, Inc. and Capital Resource Associates, Inc. (collectively "CRA") has reviewed the information submitted and the City appears to meet the USDA's underwriting criteria and appears to qualify for a USDA B&I guaranteed loan. CRA would like to propose the following estimated terms and conditions regarding your loan request:

Borrower:	City of Dunnellon
Guarantors:	None
Loan Amount:	Up to \$7,000,000
Use of Proceeds:	Refinance of water and sewer system with long term financing at a reasonable rate of interest
Interest Rate and Term:	4.5% to 5% - final pricing tbd by funding bank, resetting every 7 years Loan Term is up to 25 years, fully amortizing with no balloons
Collateral:	Revenues generated from water/sewer tax
Maximum Loan-to-Value / Cost	Normally not to exceed 80%
Prepayment Penalty:	5,4,3,2,1 with none after end of 5th year
USDA Gurantee Percent:	70% guarantee
Fees:	
USDA Gurantee Fee	normally 3% of guaranteed amount (or 2.4% of loan amount)
Capital Resource	2% of loan amount
USDA Annual Maintenance Fee:	.5% of the outstanding guaranteed principal paid annually
Retainers or Deposits:	
Capital Resource	\$7,500 Due upon acceptance of agreement, balance due at construction loan closing
Appraisal report	\$6,500 Due when bank orders, after approvals
Environmental Reports	<u>\$2,500</u> Due when bank orders, after approvals
Total Retainers or Deposits	\$16,500
GAAP Equity Required	10%

3.7.

This term sheet reflects the normal costs associated with a USDA loan. This term sheet is not intended to and does not create a legally binding commitment or obligation on the part of CRA. Although Capital Resource Associates is an approved lender in the USDA B&I program Capital Resource Associates and Capital Resource Advisors normally joint venture with participating banks who serve as the originating lender. If you have any questions, please call or email.

I look forward to working with you on this project.

Best Regards,

Acknowledged and Accepted:

Steve Small

_____ Date

Distributed during 5/4/16 Council Meeting.

Documentary Stamps on Deed	.7/\$100
Documentary Stamps on Mortgage	.35/\$100
Intangible Tax	.002 per dollar

USDA Loan Amount \$ **6,850,000**

Total Project Costs:	<u>Amount (\$)</u>
Refinance existing debts	6,500,000
Estimated closing costs - see below	111,575
Bank construction fee	68,500
USDA guarantee fee	<u>164,400</u>
Estimated Total Project Cost	\$ 6,844,475

<u>Closing Costs</u>	<u>Amount</u>
Tax Service	250
Recording Fees	750
Attorney Fees, Lender	15,000
Attorney Fees, Borrower	3,500
Doc. Stamps on Mortgage	47,950 may be exempt
Intangible Tax	23,975 may be exempt
Title Insurance Policy	14,500
Appraisal	4,000
Environmental Report	1,500
Flood Cert	<u>150</u>
Total	111,575
Total without taxes	39,650

Capital Resource
510 Druid Road East, Suite C
Clearwater, FL 33756
(727) 446-7758

Agreement

This agreement is made and entered into this ____ day of _____ 2016 by and between Capital Resource Advisors and Capital Resource Associates (collectively "CRA") and the City of Dunnellon ("Client"). Client hereby engages CRA and CRA agrees to be engaged to provide mortgage / investment banking services, loan packaging and fiscal advisory services for a USDA Business & Industry ("USDA B&I") guaranteed loan application for the purpose of refinancing the Client's existing debt on its water/sewer infrastructure, related real estate and transaction cost. The loan amount is expected not to exceed \$7 million; however, the final loan amount will be determined as the loan is structured. The estimated terms and conditions of the loan are outlined in the accompanying Term Sheet.

Client agrees to pay CRA a fee equal to 2% of the loan amount for CRA's services. CRA fee payment is due \$7,500 upon engagement and the balance within sixty days after Client receives a conditional commitment to guarantee the loan from USDA or when the loan is closed, whichever occurs first. All payments are non-refundable.

The scope of CRA's services is to work with Client's information, representations and/or inquiries of Client's employees/representatives without verification it is correct and presents the material facts; therefore, CRA does not make these representations. Client's financial results may vary from those projected in the loan application and these variations may have a significant impact. Since the application process must be undertaken to determine if an application can be developed and USDA and lender reserve the right to determine what applications they will approve until they review the complete application, CRA cannot guarantee success, however, CRA will see the application through to final decision. Upon completion of the loan application package, CRA will present the loan application package to a minimum of three lenders for consideration. The attached Term Sheet outlines the estimated terms and conditions of the proposed B&I loan.

Please execute the Agreement and send along with the \$7,500 initial payment made out to Capital Resource Advisors, Inc. to the address listed above.

Client's Acceptance of Agreement:

CRA's Acceptance of Agreement:

Qualifications and References for Steve Small and Capital Resource

Steve Small has over nineteen years experience in business consulting and commercial lending including analyzing all aspects of various businesses and developing sound, long-term financial strategies. Expertise includes marketing and sourcing clients, preparing detailed business plans, preparing detailed financial statement projections and assumptions, preparing marketing strategies, complete underwriting and credit analysis including detailed analysis of historical financial statements and tax returns, preparing loan commitments, coordinating and reviewing appraisals, coordinating and reviewing environmental reports, coordinating closing documents and working with the loan closing attorney and borrowers, and marketing and selling the loans in the secondary markets. Also proficient in commercial construction and assist in many aspects the construction project from design phase to the final certificate of occupancy.

Businesses served include manufacturing, distribution, logistics, retail, waste management and landfills, agricultural processing, charter schools, municipalities, medical facilities, hotels, restaurants, nurseries and RV parks among others.

Prior to joining Capital Resource, Steve was Account Manager for Larson Juhl, a Berkshire Hathaway Company. Steve received his Bachelor of Science Degree in Accounting from the University of South Florida and Bachelor of Arts Degree in Biology from College of Charleston.

REFERENCES

Please feel free to contact the following vendors and clients to see if they are satisfied with our services:

Rod Quainton, Elizabeth Whitaker and Stephanie Hodges - USDA Ocala area office, 352-732-7534, ext. 5.

Bill Futch, attorney-at-law in Ocala, 352-732-8080. Mr. Futch has closed many USDA loans for our banks in the past.

Jill Bolender, president & principal of BAMS, 863-984-2400. Funded \$6.594 million in USDA guaranteed loans to finance BAMS charter school in Auburndale.

Crystal Yoakum, Director Hope & Legacy Charter Schools, 407-656-4673. Funded \$4.9 million in USDA guaranteed loans to finance their charter middle and high school.

Rita Harris, Principal of Kinder Cub Charter School, 352-498-0002. Funded \$860,000 USDA guaranteed loan for the School to purchase the building it had leased.

Azim Saju, Owner of Choice Suites in Dunnellon, 352-867-1347. Funded \$5 million USDA guaranteed loan to construct and provide permanent financing for their hotel in Dunnellon.

Gregg Harshmann, President of CitraPac, a specialty food manufacturer, 863-381-4371. Funded \$6.6 million USDA guaranteed loan to finance a new manufacturing plant.

Dina Bardin, Business Manager, Academy at the Farm charter school, 352-588-9737. We are currently providing a \$4.05 million USDA guaranteed loan for the School's expansion.

Millie Forehand, Director of Crossroad Academy charter school, 850-875-9626. We assisted with a USDA direct loan back in 2009 for a new elementary/middle school and have recently been retained to assist with a new high school facility. First loan was \$2.25 million, second proposed is \$2.9 million.

Brian Fisher, CFO of Lake Wales Charter School System, 863-679-6560, ext. 223. Funded \$4.44 million USDA guaranteed loan for their purchase and remodel of an existing facility for the Bok Middle School campus.

Jackie Dodge and Tina Crevello, New Dimensions High School in Poinciana, 407-870-9949. Funded \$1.4 million USDA guaranteed loan for their expansion.

Diana Brumm, president of Taylor College, 352-245-4119. Funded \$1.575 million USDA guaranteed loan to finance her nursing school in Belleview.

David Counihan, President of Hibernia Nursery, 352-793-4423. Funded \$2.5 million USDA guaranteed loan back in 2010 to refinance debt. Just closed a second \$4.0 million USDA guaranteed loan for expansion.

Everett Kelley, CEO of Project Health, 352-459-7371. Funded \$8.0 million in USDA guaranteed loans to finance a medical facility in Bushnell.

Kevin Fox, CEO of Scout Plantation Owner, 212-227-2130. Funded \$5.0 million USDA guaranteed loan to finance their Plantation Hotel & Resort in Crystal River.

Dr. Ganesh Arora, owner of Clinical PET of Ocala, 352-861-4602. Funded \$4.6 million USDA guaranteed loan to finance his medical clinics in central Florida.

Shawn Simms, owner of Ocala Sun RV Park at 352-307-1100. In process of funding \$4.4 million in USDA guaranteed loans to finance his RV parks.

Lex Salisbury, owner of Safari Wild, 813-600-0592. Funded \$2.6 million USDA guaranteed loan to finance his wild life park near Lakeland and just got approved a subsequent \$580,000 loan for additional improvements and working capital.

Stan Salsler, owner of Salsler Construction, 352-861-4593. Funded \$1.2 million USDA guaranteed loan to finance his utility construction company in Ocala.

Michael Paglia, CEO of Paglia & Associates and IMG, 352-369-5411. Funded \$14.5 million USDA guaranteed loans to finance his companies in Ocala.

Paula Norman (CFO) or Dick Tinney (CEO) of sawmills, 360-542-1900 (Washington Alder, Cascade and Port Angeles). Funded \$30 million USDA guaranteed loans to finance the sawmills in Washington state.

_____, 2016

Dear:

This conditional commitment outlines Bank's ("Lender") proposed terms and conditions for a USDA guaranteed loan to _____.

1. **Borrower:** _____.
2. **Principal Amount of Loan:** \$ _____. The loan amount must not exceed 95% of the real estate and improvements collateral and pledged revenues.
3. **Loan Term:** The term of the loan will be 30 years. Loan payments will be monthly interest only payments during the first year of the permanent loan. Thereafter, loan payments will be monthly principal and interest payments that amortize the loan in full mortgage style over the remaining 29-year term of the loan.
4. **Interest Rate:** The interest rate on the loan will be established by the formula 5-Year Treasury Note Interest Rate plus _____ basis points. The interest rate will be adjusted (reset) every 7-years during the term of the loan by the formula 5-Year Treasury Note Rate on the adjustment date plus basis points.
5. **Prepayment:** The principal balance of the loan may be prepaid in whole or in part, provided that any such prepayment is accompanied by a prepayment penalty of five percent of the outstanding principal balance prepaid during the first year; four percent of the outstanding principal balance prepaid during the second year; three percent of the outstanding principal balance prepaid during the third year; two percent of the outstanding principal balance prepaid during the fourth year; and one percent of the outstanding principal balance prepaid during the fifth year. No prepayment penalty is due on the loan thereafter.
6. **Loan Purpose:** The purpose of the loan is to provide long term financing for the School's facility and related costs and fees.
7. **Collateral:**
 - The loan will be secured by a first mortgage or deed of trust on the Borrower's real estate located _____.
 - The loan is to be secured by a first lien on the equipment assets owned by the Borrower.
8. **USDA Guarantee and Annual Maintenance Fee:** A condition precedent to the loan and the closing of the construction loan is the receipt by the Lender from the USDA of a Conditional Commitment for the Guarantee of 90% of the loan that is acceptable to the Lender. Borrower agrees to execute all documents, furnish all information, and satisfy all conditions necessary to comply with the rules, regulations, and requirements of USDA applicable to this loan and the guaranty thereof. Borrower agrees to cooperate with the Lender in modifying any of the loan documents to meet requirements of USDA. The Borrower will be responsible for paying the USDA \$ _____ guarantee fee ($\text{Principal} \times 70\% \times 3\%$) due at closing. Borrower is also responsible for the USDA annual maintenance fee calculated at .05% of the outstanding guaranteed portion, due January each year.

10. Insurance Requirement:

- Hazard insurance naming the Lender as beneficiary will be maintained in an amount at least equal to the insurable replacement value of the collateral. Hazard insurance includes fire, windstorm, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, marine, smoke, builder's risk during construction, and property damage.
- If the collateral property is located in an area designated as an area for special hazards under the National Flood Insurance Act of 1968, Flood insurance naming the Lender as beneficiary will be maintained in an amount at least equal to the insurable replacement value of the collateral.
- General liability insurance will be maintained in an amount of not less than \$1,000,000.
- Worker's Compensation must be carried in accordance with State law.
- Any other insurance not listed above and required by the City's charter contract.

11. **Appraisal Requirement(s):** An appraisal prepared by ___ dated ___ has been completed and is acceptable to Lender and USDA and has been prepared in accordance with USPAP and FIRREA indicating the fair market value of the real property security.

12. **Environmental Requirement:** An environmental report prepared by ___ has been submitted and is acceptable to the Bank.

13. **Loan Disbursement:** Loan proceeds shall be disbursed as needed for the construction of the project. At the end of the project, when construction is substantially complete, all funds shall be disbursed.

14. Financial Covenants:

- a. All of Borrower financial statements must be prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP). Accounting terms must be those generally accepted in accordance with GAAP in the United States.
- b. The Borrower must obtain independent certified public accountant-prepared audit reports annually, prepared in accordance with GAAP, and submit them to the Lender within 90 days of the Business' fiscal year-end.
- c. A current (not more than 90 days old) balance sheet for the Borrower prepared in accordance with GAAP is required for closing. The balance sheet must reflect the Borrower's post closing status.
- d. Federal income tax returns for Borrower are required within fifteen days of filing.
- e. Additional financial information may be requested.
- f. Borrower will not invest in additional fixed asset purchases that would result in Borrower not being in compliance with the loan covenants and ratios required herein and by the Lender without concurrence of the Lender. Borrower will not lease, sell, transfer, or otherwise encumber fixed assets without the concurrence of the Lender. Disposition of fixed assets serving as collateral for this loan must also have the concurrence of USDA.
- g. The Borrower's debt to net worth, based upon year-end financial statements and as defined by GAAP, shall not exceed 4:1.
- h. The Borrower's current ratio as defined by GAAP, shall not fall below 1:1.

- i. Borrower shall not enter into any merger or consolidation or sell the system without prior written concurrence of the Lender.
 - j. The Borrower by accepting USDA "Conditional Commitment", certifies that it is not delinquent on any Federal debt.
 - k. The Borrower must certify that there has been no adverse change during the period when USDA issued the conditional commitment and the loan closing.
 - l. The Borrower must maintain a deposit relationship with the Lender adequate to make debit payments for the loan.
15. **Loan Closing Documents and Loan Closing Attorney:** The Lender's loan closing attorney will prepare the following loan closing documents for closing. The loan closing attorney will use standard documents that comply with USDA Instructions RD3575 and the Conditional Commitment. The loan documents include loan settlement statement, loan commitment, USDA commitment, Lender's counsel opinion letter, loan agreement, note, mortgage and security agreement, UCC's, assignment of rents-leases-contracts, title insurance commitment and policy, certified survey, certificates of required insurances, corporate resolution to borrow and pledge assets, affidavit concerning governing organizational documents, affidavit of no lien-ownership, affidavit regarding financial condition, affidavit regarding disbursement of loan proceeds, anti-coercion statement, agreement waiving right to jury trial, agreement to cooperate post-closing, certificate of compliance with applicable environmental laws and regulations, certificate of compliance with applicable government laws and regulations and environmental indemnity agreement.

The Lender's loan closing attorney must furnish Lender with a written opinion at closing. The opinion should state that the loan documents conform with the Lender and USDA commitments and that the loan documents are duly and fully enforceable in accordance with their respective terms and comply with all requirements and will not violate any law, rule or regulation of the state.

Prior to beginning the loan closing process, the Lender's loan closing attorney will provide the Borrower with an estimated cost for preparing the loan closing documents and related items and the Borrower must pay into escrow with said attorney funds to cover said cost. Any unused escrowed funds will be refunded to Borrower.

The loan must be closed without expense to the Lender, it being understood that expenses must be paid by Borrower, including, but not limited to the cost of the appraisal, environment report, survey, title insurance, recording of the collateral liens and Lender's attorney.

16. **Other Conditions:**

- A title policy in favor of the Lender in a form acceptable to the Lender. Policy must not contain any exceptions other than those approved by Lender.
- Certified survey of the property in a form acceptable to Lender.
- No sale or transfer of the collateral without Lender's consent.
- No additional encumbrances on the collateral without Lender's consent.
- Borrower must pay the financial advisory and mortgage/investment banking/package fee.
- There is no material adverse change in the Borrower's financial condition.

- The Borrower must furnish to the Lender, on or before the due date, proof of payment of all property taxes, ad valorem taxes and insurance premiums. The Lender may, at its sole option during the term of the loan, elect to require monthly escrow in advance for such taxes and insurance premiums.
- There are no unwritten oral agreements between the parties.
- Your signature indicates that you have read this loan commitment, that you understand its terms and conditions, and that you are authorized by the Borrower to approve them.

The understandings contained in this conditional commitment are not assignable by the Borrower without the prior written consent of the Lender and any attempt to assign without the Lender's consent shall, at the Lender's option, constitute a release of the Lender from any obligations hereunder. This conditional commitment is for the sole benefit of the Lender and Borrower. It is not for the benefit of any third party. This conditional commitment is addressed to the Borrower only and is not to be relied upon in any manner by other persons or entities. The Lender may participate or sale a portion of this loan to other funding sources or joint venture with other Lenders. Capital Resource is the Lender's joint venture compensated affiliate. The Lender must receive an accepted copy of this conditional commitment no later than the date specified herein or it will be presumed that the Borrower has no interest in the conditional commitment and the Lender shall have no further obligation under this conditional commitment. If accepted, the loan must be closed in accordance with the terms and conditions of this loan commitment within two months after acceptance of this conditional commitment and receipt of the USDA conditional commitment to guarantee this loan or the Lender may terminate this loan commitment.

Please acknowledge your acceptance of the above referenced terms and conditions by signing below and returning a signed copy of this conditional commitment to the Lender no later than the close of business five days subsequent to the date of this loan commitment.

Sincerely,

Bank

ACCEPTANCE:

Agreed to By:

Borrower

Attachment to USDA "Conditional Commitment (Community Facility)"

Case Number:

\$ _____ Community Facility (CF) Guaranteed Loan

Approval Date: _____, 2015

LOAN PURPOSE:

1. The purpose of the loan is to provide long-term financing for _____. Upon final disbursement of loan funds, a copy of the lender's detailed loan settlement must be provided to Rural Development as evidence that all funds were disbursed in amounts and for purposes outlined above.

PERCENTAGE OF GUARANTEE:

2. A 90% guarantee will be issued prior to the substantial completion of development work. Construction conditions are outlined below which will address construction requirements.

INTEREST RATE AND TERM:

3. The term of the loan is to be 30 years. The interest rate is to be established by the formula: IR = 5 year T Bill + 400 basis points. The loan is to be fully amortized with monthly installments. The interest rate is not to vary more often than every five years. When the rate changes, installments are to be adjusted to assure there are no balloon payments. Prepayment will not be prohibited. Default interest rates are not covered by the guarantee.

COLLATERAL:

4. This loan is to be secured by a first mortgage or deed of trust (including assignment of rents) on a _____-acre commercial property at _____. All taxes and assessments are to be current at loan closing. Lender must certify that the borrower has obtained a title opinion by its attorney showing ownership of real estate and any mortgages, restrictions, lien defects or encumbrances.

The lender will not require compensating balances or other collateral as a means of eliminating the lender's exposure for the unguaranteed portion of the loan. The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. The unguaranteed portion of the loan will neither be paid first nor given any preference or priority over the guaranteed portion.

INSURANCE:

5. Hazard insurance naming the lender as beneficiary will be maintained in an amount at least equal to the outstanding loan balance or the replacement value (whichever is greater) of the collateral. Hazard insurance includes fire, windstorm, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, marine, smoke, builder's risk during construction, and property damage. Worker's Compensation must be carried in accordance with State law.

EQUITY:

6. Positive balance sheet equity will be required at loan closing.

LOAN AGREEMENT:

7. A loan agreement between the lender and borrower will be executed which conforms to RD Instruction _____. The following language would comply with § _____. If any conditions required by § _____ are not applicable to the project, the Agency should indicate N/A for that condition, e.g., restrictions on dividend payments for sole proprietors.
 - a. The borrower must obtain CPA audited financial statements annually, prepared in accordance with Generally Accepted Accounting Principles, and submit them to the lender within 90 days of the business' fiscal year end. Financial statements will contain, at a minimum, a balance sheet and a profit and loss statement reflecting the financial condition of the borrower as of its yearend. The lender is responsible for obtaining all required financial statements from the borrower, analyzing them, and providing copies of statements with a detailed written analysis to Rural Development within 120 days.
 - b. The borrower will refrain from co-signing or otherwise becoming liable for obligations or liabilities of others.
 - c. Borrower will not invest in additional fixed asset purchases in an annual aggregate of more than _____ without concurrence of the lender. Borrower will not lease, sell, transfer, or otherwise encumber fixed assets without the concurrence of the lender. Disposition of fixed assets serving as collateral for this loan must also have the concurrence of Rural Development.
 - d. Borrower's debt-to-net worth, based upon yearend financial statements and as defined by Generally Accepted Accounting Principles, shall not exceed _____, and the Borrower's current ratio, similarly defined, shall not fall below 1.2 to 1.
 - e. Borrower shall not enter into any merger or consolidation or sell the business without prior written concurrence of the lender.

ENVIRONMENTAL:

8. The lender will take action to ensure that all construction associated with this credit facility and the continuing operations of the business are completed in accordance with applicable Federal, State, and local laws, regulations, and ordinances, as related to any adverse impact the project/operations may potentially have on the environment.

APPRAISAL:

9. A current (less than 12 month old) appraisal acceptable to Rural Development and completed in accordance with USPAP and FIRREA indicating that the fair market value of the real property security is not less than \$_____, excluding any value attributed to business valuation. Lenders will be responsible for ensuring that appraisal values adequately reflect the actual value of the collateral. A qualified appraiser must determine the appraised market value in accordance with RD Instruction _____, prior to issuance of the Loan Note Guarantee. Collateral must have documented value sufficient to protect the interest of the lender and the Agency. The discounted collateral value will normally be at least equal to the loan amount.

CONSTRUCTION:

10. This project involves construction. The lender must ensure that all project facilities are designed and completed in accordance with accepted architectural and engineering practices and conform to applicable Federal, State, and local codes and to approved plans, specifications, and contract documents. The lender will also ensure that the project will be completed with available funds and, once completed, will be used for its intended purpose and produce products in the quality and quantity proposed in the completed application approved by the Agency. Furthermore, CF Guaranteed Loans which involve the construction of or addition to commercial facilities that accommodate the public must comply with the Americans with Disabilities Act which became effective January 26, 1992. For all construction contracts in excess of \$10,000, the contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR, part 60. The borrower and lender are responsible for ensuring that the contractor complies with these requirements.

The lender is to ensure that all work is properly planned and carried out. The lender will monitor the progress of design and construction and undertake the reviews and inspections necessary to ensure that construction is done in accordance with RD Instruction _____, and conforms to applicable Federal, State, and local code requirements. Copies of any written inspections will be furnished to the lender and the Agency. Proceeds are to be used in accordance with approved plans, specifications, and contract documents, and funds are to be used for eligible project costs. Prior to disbursement of construction funds, the lender ordinarily will have:

- a. Have a complete set of plans and specifications for the project on file.
- b. Have a detailed timetable for the project with a corresponding budget of costs, setting forth the parties responsible for payment. The timetable and budget must be agreed to by the borrower.
- c. Have a qualified individual confirm that the budget is adequate for the planned development.
- d. Have firm construction contract costs and provisions for change order approvals, a retainage percentage, and a disbursement schedule.
- e. Make sure the borrower has 100 percent performance/payment bonds on the contractor or provide a construction monitoring plan acceptable to the Agency. The bonding agent must be listed on Treasury Circular 570.

Conditional Commitment Attachment

- f. Have contingencies in place to handle foreseeable cost overruns without seeking additional financial assistance. These are to be agreed to by the borrower.

Furthermore, once construction begins, the lender is to:

- g. Use any borrower funds in the project first.
- h. Have inspections made by a qualified individual prior to any progress payment.
- i. Obtain lien waivers from all contractors prior to any disbursement.
- j. Provide at least monthly, written reports to Rural Development on fund disbursement and project status.

Once construction is completed, the lender is to provide Rural Development with:

- k. A copy of all required building permits, with sign-offs, and Notice of Completion.

LOAN GUARANTEE CLOSING:

- 11. Bank and Borrower must each execute Form AD-3031, "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants," at loan closing and provide the forms to the Agency prior to issuance of the Loan Note Guarantee.
- 12. Coincident with, or immediately after loan closing, and prior to issuance of the guarantee, the lender will provide Rural Development with the following:
 - a. A guarantee fee of \$27,000 ($\$3,000,000 \times 90\% \times 1\%$) made payable to the U.S. Treasury and Form RD 1980-19, "Guaranteed Loan Closing Report."
 - b. An executed RD Form, "Lender's Agreement."
 - c. A copy of the executed Loan Agreement that contains any continuing loan conditions set forth by the Agency in this Conditional Commitment.
 - d. A copy of the executed Promissory Note.
 - e. A copy of the executed Settlement Statement.
 - f. Original, executed Forms AD-3031, "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants," for both the lender and borrower.
 - g. Written lender certification in accordance with RD Instruction.
 - h. Borrower's loan closing balance sheet, prepared in accordance with Generally Accepted Accounting Principles, reflecting the business' post loan closing status.

Conditional Commitment Attachment

13. The lender is required to hold in its own portfolio or retain a minimum of 5 percent of the total guaranteed loan amount. The amount required to be retained must be of the unguaranteed portion of the loan and cannot be participated to another. The lender may sell the remaining amount of the unguaranteed portion of the loan only through participation.
14. Agency personnel and any person(s) accompanying Agency personnel shall be authorized to enter upon the premises and into any building thereon, whether permanent or temporary, jointly or separately, with personnel of the lender to carry out the functions involving their interests. Scheduled and unscheduled inspections may be conducted by these personnel to determine the effectiveness of the loan program.
15. The lender will always retain responsibility for servicing the entire loan and for notifying the Agency of any violations of the terms of the Loan Agreement or Conditional Commitment. The lender will advise the Agency of the loan classification within 90 days of issuance of the guarantee and whenever the lender revises its classification of the loan.
16. Lender will become an approved participant in Rural Development's Lender Interactive Network Connection (LINC). The USDA eAuthentication is the system used by USDA agencies to enable customers to obtain accounts that will allow them to access USDA Web applications and services via the Internet. To conduct official business transactions, such as submitting annual renewal fees and borrower account status reporting using the LINC, the customer must have Level 2 eAuthentication credentials.
17. *For loans to States, Local Governments, and Non-Profit Organizations* - For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
18. Bank (lender) certifies by accepting this Conditional Commitment for a \$_____ guarantee the lender understands that the intent of RD Instruction _____ is that no adverse change may occur during the period of time from Agency issuance of the Conditional Commitment to issuance of the Loan Note Guarantee relating to Borrower regardless of the cause or causes of the change and whether the change or cause(s) of the change were within the lender's or borrower's control. Prior to each disbursement, lender shall be in receipt of satisfactory evidence that there has been no unremedied adverse change in the financial or any other condition of the Borrower since the date of the application or since any preceding disbursements which would warrant withholding or not making further disbursements.
21. By accepting this Conditional Commitment, Borrower certifies that it is not delinquent on any Federal debt, including tax debt.
22. By signing this Conditional Commitment, the lender and borrower certify that they understand and accept the conditions outlined herein. No provision stated herein shall be amended or waived without the prior

Conditional Commitment Attachment

written consent of the lender and Rural Development. Any loans or advances made to the Borrower by the Lender after issuance of the Loan Note Guarantee will not be covered by the guarantee, except authorized protective advances. Regulations contained in RD Instructions and "Lender's Agreement," will apply.

23. Any request for an extension of the expiration date of this Conditional Commitment must be made in writing and received by Rural Development prior to the expiration date. This request must be accompanied by a full explanation as to why the extension is needed.

**Attachment to USDA Conditional Commitment
RD Instruction 3575**

Conditions precedent to issuance of Loan Note Guarantee.

The Loan Note Guarantee will not be issued until the lender certifies to the following:

- (a) No major changes have been made in the lender's loan conditions and requirements since the issuance of the Conditional Commitment, unless such changes have been approved by the Agency.
- (b) All planned property acquisition has been or will be completed, all development has been or will be substantially completed in accordance with plans and specifications, conforms with applicable Federal, State and local codes, and costs have not exceeded the amount approved by the lender and the Agency.
- (c) Hazard, flood, liability, worker compensation, and personal life insurance (when required) are in effect.
- (d) Truth-in-lending requirements have been met.
- (e) All equal credit opportunity requirements have been met.
- (f) The loan has been property closed, and the required security instruments have been obtained or will be obtained on any acquired property that cannot be covered initially under State law.
- (g) The borrower has marketable title to the collateral then owned by the borrower, subject to the instrument securing the loan to be guaranteed and to any other exceptions approved in writing by the Agency.
- (h) When required, the entire amount of the loan for working capital has been disbursed except in cases where the Agency has approved disbursement over an extended period of time.
- (i) All other requirements of the Conditional Commitment have been met.
- (j) Lien priorities are consistent with the requirements of the Conditional Commitment. No claims or liens of laborers, subcontractors, suppliers of machinery and equipment, or other parties have been or will be filed against the collateral and no suits are pending or threatened that would adversely affect the collateral when the security instruments are filed.
- (k) The loan proceeds have been or will be disbursed for the purposes and in amounts consistent with the Conditional Commitment. A copy of the detailed loan settlement of the lender must be attached to support this certification.
- (l) There has been neither any material adverse change in the borrower's financial condition nor any other material adverse change in the borrower, for any reason, during the period of time from the

Conditional Commitment Attachment

Agency's issuance of the Conditional Commitment to issuance of the Loan Note Guarantee regardless of the cause or causes of the change and whether or not the change or causes of the change were within the lender's or borrower's control. The lender must address any assumptions and reservations in the requirement and must address all adverse changes of the borrower, any parent, affiliate, or subsidiary of the borrower.

- (m) None of the lender's officers, directors, or other owners has a substantial financial interest in the borrower and neither the borrower nor its officers, directors, or other owners have a substantial financial interest in the lender.
- (n) The Loan Agreement includes all measures identified in the Agency's environmental impact analysis for this proposal (measures with which the borrower must comply) for the purpose of avoiding or reducing adverse environmental impacts of the proposal's construction or operation.
- (o) Balance sheet less than 90 days old submitted for closing.

LOAN AGREEMENT

This Loan Agreement is entered into this ____ day of _____, 2016, by and between _____ an entity formed under the laws of the State of Florida, (herein, referred to as "Borrower"), AND Bank, a corporation organized under the laws of the State of Florida (hereinafter referred to as "Lender"), and the parties hereby agree as follows:

The Lender has agreed to make a _____ (\$ _____) USDA Guaranteed Loan to the Borrower, in accordance with, and subject to the terms and conditions of this Agreement, the terms and conditions of which are incorporated herein by reference.

ARTICLE I

DEFINITIONS

"**Loan Documents**" means this Agreement, the Adjustable Rate Promissory Note, the Mortgage and Security Agreement, Assignment of Rents, the Guaranty(s), the USDA Guaranty, Environmental Indemnity Agreement, and all other documents executed by the parties in connection with this transaction.

"**Mortgage**" means the Mortgage of even date herewith from the Borrower as mortgagor to the Lender as mortgagee given to secure the Note.

"**Note**" means the Adjustable Rate Promissory Note of the Borrower of even date herewith, payable to the Lender and secured by the Mortgage and Security Agreements.

"**USDA**" means the Rural Business-Cooperative Service, an agency of the United States Department of Agriculture, and any successor department, agency, or instrumentality authorized to administer the Business and Industrial Guaranteed Loan Program.

"**GAAP**" means generally accepted accounting principles in the United States.

"**Accounting Terms**" are those generally accepted in accordance with GAAP accounting principles in the United States.

ARTICLE II

THE LOAN

1. **Principal Amount of Loan.** \$ _____.
2. **Loan Term:** The term of the permanent USDA loan will be ___ years. Loan payments will be monthly interest only payments during the first year of the permanent loan. Thereafter, loan payments will be monthly principal and interest payments that amortize the loan in full mortgage style over the remaining term of the loan.
3. **Interest Rate:** The interest rate on the loans will be established by the formula 5-year Treasury Bills plus ___ basis points. The interest rate will be adjusted (reset) not more often than every seven years during the term of the loan.

4. **Prepayment.** The principal balance of the loan may be prepaid in whole or in part, provided that any such prepayment is accompanied by a prepayment penalty of five percent of the outstanding principal balance prepaid during the first year; four percent of the outstanding principal balance prepaid during the second year; three percent of the outstanding principal balance prepaid during the third year; two percent of the outstanding principal balance prepaid during the fourth year; and one percent of the outstanding principal balance prepaid during the fifth year. No prepayment penalty is due on the loan thereafter.
5. **Loan Purpose:** The purpose of the loan is to refinance existing debt and related costs and fees.
6. **Collateral:**
 - Tax revenues
 - Related real estate and improvements.
 - Related equipment and infrastructure
7. **USDA Guarantee.** A condition precedent to the loan and the closing of the construction loan is the receipt by the Lender from the USDA of a Conditional Commitment for the Guarantee of 70% of the loan that is acceptable to the Lender. Borrower agrees to execute all documents, furnish all information, and satisfy all conditions necessary to comply with the rules, regulations, and requirements of USDA applicable to this loan and the guaranty thereof. Borrower agrees to cooperate with the Lender in modifying any of the loan documents to meet requirements of USDA. The Borrower will be responsible for paying the USDA \$143,850 guarantee fee ($\$6,850,000 \times 70\% \times 3\%$) due at closing and the USDA annual renewal fee of .5% of the outstanding principal multiplied by the 70% guarantee percentage. Annual renewal fee payments are due to USDA by January 31st of each year. For loans where the Loan Note Guarantee is issued between October 1 and December 31, the first annual renewal fee will be due January 31st of the second year following the date the Loan Note Guarantee is issued.
8. **Insurance Requirement:**
 - Hazard insurance naming the Lender as beneficiary must be maintained in an amount at least equal to the insurable replacement value of the collateral. Hazard insurance includes fire, windstorm, lightning, hail, explosion, riot, civil commotion, aircraft, vehicle, marine, smoke, builder's risk during construction, and property damage.
 - If the collateral property is located in an area designated as an area for special hazards under the National Flood Insurance Act of 1968, Flood insurance naming the Lender as beneficiary must be maintained in an amount at least equal to the insurable replacement value of the collateral.
 - General liability insurance must be maintained in an amount of not less than \$1,000,000.
 - Worker's Compensation must be carried in accordance with State law.
9. **Deposit Relationship:** The Borrower must maintain a deposit relationship with the Lender adequate to make debit payments for the loan.
10. **Taxes and Insurance Reserve:** The Borrower will furnish to Lender, on or before the due date, proof of payment of all property taxes, ad valorem taxes and insurance premiums. Lender may, at its sole option during the term of the loan, elect to require monthly escrow in advance for such taxes and insurance premiums.

ARTICLE III

FINANCIAL COVENANTS

1. All of Borrower financial statements must be prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP). Accounting terms must be those generally accepted in accordance with GAAP in the United States.
2. The Borrower must obtain independent certified public accountant prepared financial statements annually, prepared in accordance with GAAP, and submit them to the Lender within 90 days of the Business' fiscal year-end. Financial statements will contain, at a minimum, a balance sheet and a profit and loss statement reflecting the financial condition of the Borrower as of its year-end.
3. A current (not more than 90 days old) balance sheet for the Borrower prepared in accordance with GAAP is required for closing. The balance sheet must reflect the Borrower's post closing status. The Borrower must have a tangible balance sheet equity position of no less than 20% at the time the loan is closed.
4. Income tax returns for Borrower and guarantors are required within fifteen days of filing.
5. Additional financial statements as may be requested.
6. Borrower will not invest in additional fixed asset purchases that would result in Borrower not being in compliance with the loan covenants and ratios required herein and by the Lender without concurrence of the Lender. Borrower will not lease, sell, transfer, or otherwise encumber fixed assets without the concurrence of the Lender. Disposition of fixed assets serving as collateral for this loan must have the concurrence of Lender and USDA.
7. A minimum of 10% tangible balance sheet equity will be required at loan closing. Tangible balance sheet equity must be met in the form of either cash or tangible earning assets contributed to the Business and reflected on the Business' balance sheet.
8. The Borrower's debt to net worth, based upon year-end financial statements and as defined by GAAP, shall not exceed 4:1.
9. The Borrower's current ratio, based upon year-end financial statements and as defined by GAAP, shall not fall below 1:1.
10. Borrower must not enter into any merger or consolidation or sell the Business without prior written concurrence of the Lender.
11. Outside investment and loans/advances to stockholders, owners, officers, or affiliates require the prior written consent of the Lender. Loans from stockholders, owners, officers or affiliates must be subordinated to the guaranteed loan or converted to stock. No payments are to be made on these debts unless the loan is current and in good standing.
12. The Borrower by accepting "USDA Form 4279-3, Conditional Commitment", certifies that it is not delinquent on any Federal debt.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BORROWER

1. **Representations of Borrower.** The Borrower represents and warrants to the Lender that:

- A. **Incorporation, Good Standing, and Due Qualification.** The Borrower is a limited liability company duly formed, validly existing, and having an active status under the laws of the State of Florida; has the corporate power and authority to own its assets and to transact the business in which it is now engaged or proposed to be engaged; and is duly qualified as a foreign corporation and in each state and other jurisdiction in which such qualification is required.
- B. **Corporate Power and Authority.** The execution, delivery, and performance by the Borrower of the Loan Documents to which it is a party have been duly authorized by all necessary company action and do not and will not: (1) require any consent or approval of the members of the Borrower; (2) contravene Borrower's charter or bylaws; (3) violate any provision of any law, rule, regulation (including, without limitation, Regulation U of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination, or award presently in effect having applicability to Borrower; (4) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease, or instrument to which the Borrower is a party or by which it or its properties may be bound or affected; (5) result in or require the creation or imposition of any lien upon or with respect to any of the properties now owned or hereafter acquired by the Borrower; and (6) cause the Borrower to be in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award or any such indenture, agreement, lease, or instrument.
- C. **Legally Enforceable Agreement.** This Agreement is and each of the other Loan Documents to which the Borrower is a party, when delivered under this Agreement, will be legal, valid, and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and other similar laws affecting creditor's rights generally and principles of equity. Borrower represents and warrants that neither it or any guarantor is insolvent or contemplating filing a voluntary petition for bankruptcy nor is Borrower aware of any possibility or threat of being subject to any petition for involuntary bankruptcy.
- D. **Financial Statements.** All financial statements of Borrower which have been furnished to the Lender are complete and correct and fairly present the financial condition of the Borrower and the results of the operations of the Borrower for the periods covered by such statements, all in accordance with GAAP consistently applied to Borrower's statements, and there has been no material adverse change in the condition (financial or otherwise), business, or operations of the Borrower. There are no liabilities of the Borrower, fixed or contingent, which are material but are not reflected in the financial statements or in the notes thereto, other than liabilities arising in the ordinary course of business of Borrower. No information, exhibit, or report furnished by the Borrower to the Lender in connection with the negotiation of this Agreement contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statement contained therein not materially misleading.
- E. **Other Agreements.** The Borrower is not a party to any indenture, loan, or credit agreement, or, to Borrower's knowledge, to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower or the ability of the Borrower to carry out its obligations under the Loan Documents to which it is a party. The Borrower is not in default in any material respect in the performance, observance, or fulfillment of any title obligations, covenants, or conditions contained in any agreement or instrument material to its business to which it is a party.
- F. **Litigation.** There is no pending or, to Borrower's knowledge, threatened action or proceedings against or affecting the Borrower before any court, governmental agency or arbitrator which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties, or business of the Borrower or the ability of the Borrower to perform its obligation under the Loan Documents to which it is a party.

- G. **No Defaults on Outstanding Judgments or Orders.** The Borrower has satisfied all judgments, and the Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency or instrumentality, domestic or foreign.
- I. **Taxes.** The Borrower has filed all tax returns (federal, state and local) required to be filed and has paid all taxes, assessments, and governmental charges and levies thereon which are due, including interest and penalties, except certain tax obligations which are to be paid from the Loan proceeds of the Loan contemplated hereby.
2. **Adverse Change.** Borrower certifies that by accepting the USDA guarantee Loan, the Borrower understands that the intent of USDA Instruction 4279-B; Section 4279.181(m), is that no adverse change has occurred during the period of time from USDA's issuance of the Conditional Commitment to issuance of the Loan Note Guaranty relating to Borrower, regardless of the cause or causes of the change and whether the change or cause(s) of the change were within the Borrower's control. Upon the issuance of the USDA Loan Note Guaranty, the Borrower must certify that there have been no unremedied adverse changes since the date of the application in the financial or other condition of the Borrower, which warranty withholding or not making the Loan. Therefore, Borrower does hereby certify to Lender that there have been no adverse changes since the date of its initial loan application in its financial condition.

ARTICLE V

CERTAIN PROVISIONS OF MORTGAGE AND SECURITY AGREEMENT.

Borrower acknowledges that the Mortgage and Security Agreement shall have certain provisions including, but not limited to, a provision whereby the sale or transfer of any portion of the property which is collateral for Lender's Loan, or additional encumbrance of same, may not be made without the Lender's prior written consent, and further, that the Borrower shall be required to furnish yearly evidence of payment of property taxes to the Lender in the manner required in the Loan Documents unless the Borrower elects to utilize Escrow Fund as set forth in Article II.

ARTICLE VI

EVENTS OF DEFAULT

In the event any representation or warranty made or deemed made by the Borrower in this Agreement or which is contained in any certificate, document, opinion, financial or other statement furnished at any time under or in connection with any Loan Document shall prove to have been incorrect in any material respect on or as of the date made or deemed made, or in the event the Borrower should fail to perform or observe any term, covenant, or agreement contained in any of the Loan Documents, or in the event the Borrower is in default on other loans, then the Lender, at its option, may declare a default and take such action as may be provided by this Loan Agreement and all other such action as may be available to it under the laws as permitted by the State of Florida. Should an Event of Default be declared, Borrower shall be responsible for all of Lender's reasonable attorney fees and court costs, appeals, and any anticipated post-judgment collection services incurred in connection with the Lender enforcing its rights under any of the Loan Documents. This Agreement also secures all of these amounts.

If a monetary default shall occur hereunder or should a non-monetary default occur hereunder and remain uncured for thirty (30) days or more after written notice of such non-monetary default to Borrower, then, without further notice to Borrower, the full amount of the Note together with all accrued interest shall become immediately due and payable, at the option of Lender, as fully and completely as if said aggregate sum were originally stipulated to be paid at such time. A monetary default shall be deemed to

include failure to make payment of the Note amount, should it be drawn or debited, as well as payments of escrow, taxes, CAM, governmental assessments, and premiums for insurance under this Loan Agreement and any other agreement securing the Note. That is to say, upon the breach of any of the terms or covenants herein to be performed by Borrower and the failure of Borrower to cure such breach within the applicable curative period set forth above, Lender shall have the right to accelerate the maturity of this Loan as though it were due and payable on the day following such curative period and to demand payment in full of the Note amount or any unpaid balance thereof including, but not limited to, the prepayment penalty as set forth in Article II, and to exercise all the rights and remedies herein or by law reserved to Lender.

ARTICLE VII

MISCELLANEOUS

1. **Amendments, Etc.** No amendment, modification, termination, or waiver of any provision of any Loan Document to which the Borrower is a party nor consent to any departure by the Borrower from any Loan document to which it is a party shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
2. **Notices, Etc.** All notices and other communications provided for under this Agreement and under the other Loan Documents to which the Borrower is a party shall be in writing (including telefacsimile or telegraphic communications) and faxed, mailed, telegraphed, or delivered

If to Borrower and guarantor:

If to Lender:

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this section. All such notices and connotations shall, when mailed or telegraphed, be effective when deposited in the mails or delivered to the telegraph company, respectively, addressed as aforesaid, and when faxed, when machine confirmation of receipt is acquired, except that notices to the Lender pursuant to the provisions of Article III shall not be effective until received by the Lender.

3. **No Waiver; Remedies.** No failure on the part of the Lender to exercise and no delay in exercising any right, power, or remedy under any Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any rights under any Loan Documents preclude any other or further exercise thereof of any other right. The remedies provided in the Loan Documents are cumulative and not exclusive of any remedies provided by law.
4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights under any Loan Document to which the Borrower is a party without the prior written consent of the Lender. Notwithstanding the foregoing, an assumption fee equal to one percent of the outstanding principal balance shall be paid by the Borrower to the Lender upon written consent of any assignment.
5. **Costs, Expense and Taxes.** The Borrower agrees to pay on demand all costs and expenses in connection with the preparation, execution, delivery, filing, recording, administration and termination of any of the Loan Documents including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Lender, with respect thereto and with respect to advising the Lender as to its rights and responsibilities under any of the Loan Documents, and all costs and expenses, if any, in connection with the enforcement of any of the Loan Documents all as provided in the Conditional Commitment from the Lender to the Borrower. In addition, the Borrower agrees to pay the investment

banking/packing fee and USDA guarantee fee. In addition, the Borrower shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of any of the Loan Documents and the other documents to be delivered under any such Loan Documents, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes and fees.

6. **Governing Law.** This Agreement and the Loan Documents shall be governed by, and construed in accordance with, the laws of the State of Florida.
7. **Severability of Provisions.** Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Headings.** Article and Section headings in the Loan Documents are included in such Loan Documents for the convenience of reference only and shall not constitute a part of the applicable Loan Documents for any other purpose.
9. **Survive Closing.** The covenants contained herein, which obligate the Borrower to perform any covenant following closing, shall be deemed to survive the closing.
10. **Waiver Of Jury Trial.** As an important inducement to the Lender to enter this agreement, Borrower waives the right to trial by jury in any action arising under or in any way related to this agreement or any of the other loan documents.
11. **Attorney Opinion.** At or prior to closing of the Loan, Lender must be furnished, at Borrower's expense, with a written opinion from an attorney selected by Lender and licensed to practice law in the State of Florida, providing that this agreement and the Adjustable Rate Promissory Note, Mortgage, Deed of Trust, Security Agreement, Guaranty Agreements, and other documents evidencing or securing the Loan: (a) are duly and fully enforceable in accordance with their respective terms; (b) comply with all requirements and will not violate any law, rule, or regulation of the State of Florida and that laws, rules, or regulations unique to the Florida state law will not impede or delay Lender from foreclosing on the collateralized property, obtaining either immediate title to or the proceeds from the sale of the property.
12. **Inspections.** The Borrower will permit the Lender and USDA to visit and inspect any of the collateral securing the Loan, to conduct a periodic audit of the number of jobs to determine program effectiveness, and access to company's books and records for periodic examination. Lender reserves the right to conduct audits on an as-needed basis, as determined solely by the Lender.
13. **USDA Conditions:** The Borrower agrees to comply with all requirements in the USDA conditional commitment to guarantee and USDA loan regulations, which are incorporated herein by reference. The Borrower shall execute such certification to Lender and USDA as may be required from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

Signed, sealed and delivered
in the presence of:

LENDER: Bank

By: _____

Title: _____

BORROWER:

By: _____

Title: _____

By: _____

Title: _____

(Appropriate certifications, notary and etc. to be added here)

**CITY OF DUNNELLON
SPECIAL CITY COUNCIL WORKSHOP**

DATE: May 11, 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. He asked if a citizen would volunteer to open with prayer. There was none. Vice-Mayor Green called for a moment of silence.

ROLL CALL

The following members answered present at roll call:

Larry Winkler, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Vice-Mayor, Seat 4
Richard Hancock, Seat 5

COUNCIL ABSENT

Nathan Whitt, Mayor, Seat 1

STAFF PRESENT

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

LEGAL COUNSEL

Not present

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Tuesday, May 10, 2016, however, notice of this workshop was provided on the City's website calendar on May 5th, following the workshop when the meeting was scheduled.

AGENDA ITEM NO. 1 – COUNCIL TO REVIEW SUGGESTIONS RELATED TO IMPROVING CITY FINANCES

Councilman Dillon said he is prepared to have some type of consensus/proposal to vote on during the June's council meeting.

Councilman Hancock said he agreed with Councilman Dillon and explained the importance of understanding the reasons for taking any proposed action. He said he prepared a list of *“Action steps to take on Ideas presented 5/11/2015”* he will be presenting during this meeting.

Councilman Winkler commented on the City’s debt of \$20,000,000, and said there will be some hard choices to make. He said some of his proposals were to place a spending freeze on everything up to a certain amount, and a hiring freeze. He also proposed creating a two (2) tier pay system with less salary and reduced benefits for new hires.

Mr. Esch stated last year the employees’ health insurance benefit was reduced and spending was held to a minimum.

Council and staff engaged in brief discussion regarding the vacant mechanic position. Councilman Dillon stated if the position is provided for in the budget, the department head should be able fill the position.

Councilman Hancock discussed restricted and unrestricted revenue and expenses. He said we are living beyond our means if we are not budgeting based on projected revenues.

Mr. Esch stated that is how the budget is prepared. However, the City has been unable to adequately fund reserves.

Councilman Hancock said if that is the case, why did we have a loss of \$300,000 and have to borrow from reserves to cover operating expenses.

Mrs. Smith stated last year we did not have to borrow from reserves to balance the budget.

Councilman Hancock provided the following handout and reviewed his suggestions:

Action steps to take on IDEAS presented 5/11/2016
To be used for budget process decision making

- 1. Determine process for any council member who wants to stand-aside on their salary - city clerk**

2. Contact vendor with Williston and obtain formal information and proposals for providing outsourcing of acctg. Functions to Dunn and put together cost comparison.

-City mgr. with input from fin. Dir.

3. Perform formal comparisons of % contributions with other cities

provide formal comparison and range of co-pay % shares used by other cities

provide est. of bft. Cost increases for '16/'17

- H/R

4. Review "contract" processes that could become part of city's employment program .

- H/R

5. Review opportunities by position and job function for use of contract or pt. time employment.

- city mgr. and H/R

6. review opportunities by position or job function for use of contract or pt. time employment. Obtain formal local contractor interest in providing contract services to Dunn.

- city mgr. and H/R

7. determine max % available for increasing annual taxes, and provide estimate of new revenues

- Fin. Dir/City clrk

8. provide formal budget of service costs and annual capital funds required to support the services.

- fire chief / fin. Dir / city mgr.

9. provide formal comparison of number of city tax-payers and fire fee assessment users

provide formal comparison of \$\$ cost based on proposed budget of services and annual capital needs to support those services for city taxpayers and fire fee assessment users.

-vendor / fire chief / fin. Dir / city mgr.

10. provide formal comparison of city fire assessment fee vs. MC fire fee

provide formal comparison of city f/r response times vs. MC f/r response times.

- vendor / fire chief / finance dir. / city mgr.

11. provide formal budget of service costs and annual capital funds required to support the services.

- police chief / fin. Dir / city mgr.

12. provide formal comparison of city funding for service costs vs. MC sheriff costs for providing services.

- police chief / fin. Dir. /city mgr.

13. provide formal research and review for options available to divest from w/s utilities outside the city of Dunnellon

- city mgr / fin. Dir.

14. As part of the budget process, have staff eliminate inter-fund charges and allocations that do not materially affect individual fund results, and are not for the purpose of reimbursement for grants, outside gov't. funded projects, or council approved intra-fund charges.

-fin. Dir./ city mgr.

15. as part of the budget process, provide a line item for emergency reserves equal to 5% of un-restricted revenues.

-fin. Dir. / city mgr.

16. as part of the budget and operational procedure, no budgeted capital expense dollars can be used to fund any other expense.

-fin. Dir. / city mgr.

17. as part of the budget process, prepare a separate capital budget that reflects expected capital items needed and their cost for three years out.

**18. Research and determine capability of combining the water/sewer utility into one accounting process.
Fin. Dir. / city mgr.**

Council and staff engaged in lengthy discussion with Lt. Slattery regarding partnering with Marion County.

Lt. Slattery said he contacted Marion County's Fire Chief, Paul Nevels who volunteered to attend a meeting and speak to the Council. Lt. Slattery stated he would contact Chief Nevels to establish a date and time.

Councilman Hancock requested Police Chief McQuaig follow-up on providing Council a report/presentation with regard to possibly partnering with Marion County.

AGENDA ITEM NO. 2 – PUBLIC COMMENTS

Public comments were received by the following:

- Joan Duggins
- Mary Ann Hilton
- Art Fisher
- Pat Slattery
- Linda Fernandez
- Bobby Ruise

AGENDA ITEM NO. 3 – COUNCIL COMMENTS

Council and staff engaged in brief discussion regarding the upcoming special workshop presentations by Lt. Slattery and Chief McQuaig regarding the Fire and Police department budgets. Lt. Slattery said he will email Mrs. Bowne with a date.

City Council asked that the budget data be mailed as soon as available and not wait for the meeting to present.

AGENDA ITEM NO. 4 – CITY MANAGER COMMENTS

There were none.

The meeting was adjourned at approximately 7:55 p.m.

Attest:

Dawn Bowne, MMC
City Clerk

Walter Green, Vice-Mayor

**CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING**

DATE: April 20, 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 5:34 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. There was none. Mayor Whitt 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, Vice-Mayor, Seat 4

Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Eddie Esch, City Manager

Dawn Bowne, City Clerk

Jan Smith, Finance Officer

Mike McQuaig, Police Chief

Lt. Troy Slattery, Interim Fire Chief

Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Not present

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, April 15, 2016. She explained the agenda was modified on April 20, 2016 to add an amended financial report provided by Mrs. Smith.

Mayor Whitt's comments

Mayor Whitt commented on the challenges the City has been going through, and at the same time, understanding there are still challenges going forward.

AGENDA ITEM NO. 1 – PUBLIC COMMENTS

Joan Duggins, 19687 SW 88th Court, Rainbow Springs, asked the Council to resolve the financial burdens and allow staff to manage the budget without "borrowing" from water and sewer.

AGENDA ITEM NO. 2 – REVIEW OF CITY’S FINANCIALS AND FUTURE FINANCIAL PLAN

Council and staff reviewed the “*Term Sheet*” and the “*Agreement*” from Capital Resource Advisors (CRA) provided in the backup. Councilmembers asked several questions regarding the fee amounts.

Vice-Mayor Green stated his concerns with the language in the second paragraph of the Agreement and read aloud the following: “Client agrees to pay CRA a fee equal to **2% of the loan amount** for CRA’s services. CRA fee payment is due \$7,500 upon engagement and the balance within sixty days after Client receives a conditional commitment to guarantee the loan from USDA or when the loan is closed, whichever occurs first. All payments are non-refundable.” He also read the following from the third paragraph: “Since the application process must be undertaken to determine if an application can be developed and USDA and lender reserve the right to determine what applications they will approve until they review the complete application, **CRA cannot guarantee success**, however, CRA will see the application through to final decision.” He asked Mrs. Smith if the City is to pay 2% of the loan amount to process the application. Mrs. Smith replied yes.

Councilman Hancock said Mrs. Smith explained to him there is more money within the budget than we are currently paying BB&T for the loan. He stated although we show we are paying \$270,000 this year, there is actually \$440,000 budgeted.

Mrs. Smith said the \$270,000 is principal only and the interest is approximately \$144,000.

Councilman Hancock stated there is \$440,000 in the budget to pay BB&T.

Vice-Mayor Green commented on the heavy debt burden that is already established. He said approximately \$ 0.34 of every dollar is to pay interest.

Mrs. Smith provided and reviewed a “Debt Recap” spreadsheet and an “Amortization Schedule” for the BB&T bond refunding.

Councilman Hancock discussed borrowing from the water and sewer fund and said the Council should not add more debt to this utility.

Councilman Hancock stated we should be leading the discussion with BB&T and not waiting for them to come to us. He recommended Council send a formal letter explaining that the City understands it cannot take on more debt, thank them for their support and tell them we will continue to the pay the debt.

Mayor Whitt said this is the first time in many years the water/sewer rates were not increased and he felt it was a huge success. He stated his goal has been to see the rates lowered. He said he understands the debt is frightening, but when looking at other cities’ debt, we are at the bottom end of bonded debt versus value.

Councilman Hancock thanked Mrs. Smith for providing a clear understanding of the City's debt. He stated we have a bare bones budget, but that tells us we are doing the best we can with what we have. He said as he understands it, when it comes to operations, the amount of restricted revenue determines the amount of restricted expenses or projects that are completed. He explained taxes and unrestricted revenues do not determine what is spent for the services we provide. He said the operational short falls have been between \$238,000 and \$380,000 and no reserve dollars have been set aside for capital expenditures or emergencies for many years. Councilman Hancock said reserves were depleted to cover shortfalls and have not been rebuilt. He explained this operational shortfall is not a Greenlight or a debt problem. He said the City operations have a systemic imbalance of insufficient revenues to pay for the services being provided year after year.

Council and staff engaged in lengthy discussion regarding the operational costs and restricted/unrestricted revenues.

Mayor Whitt commented on the need to move forward and look to the future. He said we have new businesses coming into town which will increase revenue. He stated he firmly believes the City is poised to move in a positive direction, knowing full well the concerns of our citizens. He said we must continue to look forward and know we have our challenges to meet.

Vice-Mayor Green stated his position regarding the City's obligations to the citizens of the community and the businesses. He said we have to be fair to our community as a whole, everyone that we serve. He said we have known for approximately four (4) years that payment was due to BB&T and we should have been making preparations to pay that money back.

Councilman Hancock commented on the new businesses that have come to town and said it is also important to talk about the businesses who have closed. He stated the importance of analyzing the facts and acting on them. He said he will support any Council decision or any solutions that correct the imbalance of revenues and expenses that does not add to our debt and effectively manages the debt that we have.

Councilman Dillon stated he agreed with Councilman Hancock's comments. He said he is prepared to have a round table meeting (discussion) and decide what we need to do to find solutions.

Councilman Hancock stated the City has two major issues to deal with: high debt and systemic problems in matching revenues to expenses. He prepared draft suggestions that he shared with Council:

Draft suggestions for bringing city services in line with city revenues

Overview: there is a systemic shortage of revenues to adequately finance and support the current configuration of city services.

Unrestricted revenues do not fund services being provided or fund reserves.

The city has had operating deficits for many years, and has drained capital reserves to cover the losses.

With no operating profit and the depletion of existing capital reserves, the city does not provide adequate capital support for the services being provided.

In order to correct the extreme imbalance between revenues and current operating costs the city needs to take extreme corrective action. The type of proposals that could allow for balancing revenues and costs include:

1. The city of Dunnellon could determine a combination of substantial tax increase and operational savings to provide adequate support for all services being provided by the city.

*2. The city of Dunnellon could increase ad valorem taxes up to 25% to provide adequate support for all current services being provided by the city.

*3. The city of Dunnellon could outsource the fire/rescue department in order to bring balance between revenues received and services provided by the city.

*4. The city of Dunnellon could outsource the police department in order to bring balance between revenues received and services provided by the city.

* If public input is desired via referendum for this proposal, simply substitute "should" for "could" to make this a referendum statement.

Draft suggestions for handling the extensive debt in the water/sewer utility

Overview: The purchase of water/sewer utilities outside the city through debt alone, and with unsustainable terms, has created a critical debt crisis similar to the Greenlight Communications utility failure.

The city apparently overpaid for the Rainbow Springs Utility by 15%-20% with borrowed funds at unsustainable re-payment terms.

Like the General fund, all reserves were depleted and must be re-built quickly in this capital-intensive operation.

Current Water/Sewer rates are comparably high to other utilities, and additional rate increases simply tied to normal operating costs will be difficult to achieve.

This leaves little space to increase rates or surcharges in order to cover any additional debt service costs.

In order to effectively deal with the extreme debt funding issues, the city needs to take extreme corrective action. The type of proposals that could allow for resolving the unsustainable debt as currently configured include:

1. The city of Dunnellon could determine a combination of substantial rate increase and operational savings to cover debt costs for this utility.

2. The city of Dunnellon could maintain the current BB&T debt payment until the loan is paid off through revised agreement with the lender.

*3. The city of Dunnellon could increase water/sewer rates 1% for every \$30k of additional debt re-financing costs required to pay down the BB&T loan.

*4. The city of Dunnellon could assign a surcharge to cover additional debt re-financing costs to pay down the BB&T loan.

*5. The city of Dunnellon could divest of all utilities outside the city limits of Dunnellon as a result of the unsustainable debt that currently exists in the utility.

* If public input is desired via referendum for this proposal, simply substitute "should" for "could" to make this a referendum statement.

Additional draft suggestions for improving operating processes in the city

1. The Goal of the General Fund budget should be to balance unrestricted revenues to unrestricted expenses/services and provide for a reserve set-aside.
2. Eliminate inter-fund charges and allocations that do not materially affect individual fund results.
3. Transfers and allocations are to be used for grant re-imbusement and intra-fund purposes.
4. No budgeted capital budget dollars can be used for operational expenses.
5. Prepare an annual, separate Capital Budget in conjunction with the General Fund and the Water/Sewer Utility.
6. Combine the Water/Sewer Utility budget until there is a material cost effect between "water only" users versus water/sewer users.
7. Re-instate two-year council terms to provide more flexibility to the electorate and reduce required length of service for council members.

Councilman Hancock reiterated, these are suggestions and he believes they would help the City get back on track and create solutions.

Mayor Whitt said it frustrates him that he gets beat up for being optimistic. He stated he is extremely optimistic and feels like Council has been talking about solutions for the City. He stated he thinks we can find savings in a refinance. He said the fire assessment is another step in the right direction if we can see it through. Mayor Whitt said it should help our bottom line and potentially take pressure off our citizens who are paying 7.5 mills. He said it would allocate the burden over 100% of the citizens, rather than ad-valorem taxpayers only.

Mayor Whitt applauded the City's departments. He said Mr. Esch brought Council a document from Capital Resource Advisors (CRA) and Vice-Mayor Green pointed out a flaw in the document that raises a red flag. He said a fire assesmtent is not going to solve our problems overnight but we are on the right track. He said at the same time we clearly have obstacales in our way and we will face them one at a time. He said he refuses to yield to negativity and pessimism.

Councilman Hancock stated he is glad the Mayor is happy and applauds his optimism. He said he is trying to be a realist and he will take all the good news the Mayor wants to deliver, but he also wants to talk about the news that's not so fun to listen to. He said, "If you want

to move this forward, quit calling everybody who disagrees with you a pessimist. They are people who are trying to do their job and they are trying to be a realist.”

Councilman Hancock stated the Mayor’s view according to a recent news article is that three councilmembers are bullying him and they need to get out of his way. Councilman Hancock said as far as he knows, they are equal voting partners and he believes that is what the public expects.

Mayor Whitt stated he is not labeling everyone a pessimist but he feels there is a lot of pessimism and it belittles his optimism. He said in no way, shape or form is he pointing fingers at any specific person. He said he likes positivity and a “can-do” attitude.

Councilman Hancock said it’s important for this Council to understand if they want formal public input there are strict deadlines with regard to placing the items on a referendum. He asked Mrs. Bowne to address the timeline.

Mrs. Bowne explained if Council chooses to place referendum questions on the local primary ballot in August the deadline would be June 24th. She said the Supervisor of Elections will require an approved referendum ballot ordinance for the August 30th local primary election. She said the first reading would have to take place no later than May 9th and the public hearing and the second/final reading of the ordinance and consideration will have to take place no later than June 13th.

Councilman Dillon stated he believes there are a number of items to be placed on a referendum and he would like the citizens of Dunnellon to decide if they want a City Manager, Police Department and Fire Department. He said if they do, they should be prepared for a tax increase. He said educate the people and help them decide what they want. He said he has no problem going to ten mills, implementing a fire assessment and increasing water and sewer rates, if that’s what the people want.

Mayor Whitt said he feels we have to allow time for the growth; the rebirth of the City to take root. He said he feels very strongly by going to referendum, we are putting the cart before the horse. He said you are asking for the citizens to make the decisions. He said that’s what he was elected to do, to make decisions to move us forward, and we have clearly done that.

Councilman Dillon reflected back to the financial condition of the City prior to having a City Manager and a strictly volunteer fire department. He said the City had reserves, a fire and police station. He reiterated once the people say what they want, he’s willing to make the hard decisions.

Mayor Whitt stated clearly there is an outpouring of support for the fire and police departments. He said the City Manager, is really what the crux of this is about. He said there is a personal animosity here that will not allow us to get past a rational debate.

Vice-Mayor Green called “point of order.” He asked Mayor Whitt to explain his last statement.

Mayor Whitt stated he is not personally attacking anyone. He said there has been continued attacks on the City Manager by many on this Council.

Vice-Mayor Green asked the Mayor to provide evidence.

Mayor Whitt stated he would have to go back to the record.

Vice-Mayor Green stated if the Mayor continues to make accusations about members of this Council, he wants to hear the facts.

Mayor Whitt stated his point is that he doesn’t know if Mr. Esch has been given a fair shake at being the City Manager.

Council and staff engaged in a lengthy discussion regarding Council’s frustrations and disagreements among peers.

Mayor Whitt made a motion to appoint Valerie Porter Hanchar to Seat 2 on the Council. He said Mrs. Hanchar is a former Councilwoman and has a good understanding of city business. He called for a second.

Councilman Dillon stated this is a workshop and he could not make that motion.

Vice-Mayor Green stated the meeting was changed from a workshop to a council meeting. He said it would be unwise to go any further on the motion because the position was advertised and the deadline has not passed. The City is still accepting applications.

Mayor Whitt reiterated his reasons for nominating Mrs. Hanchar and asked for a second on his motion.

Vice-Mayor Green asked if a deadline for applications was advertised.

Mrs. Bowne explained a press release was issued at the direction of Council, and the deadline for receiving applications is April 25th.

Mayor Whitt’s motion died for lack of a second.

Councilman Hancock requested an update from the Chair of the Utility Advisory Board for their meeting held on Monday, April 18th.

Mr. Lochrane provided a handout *which is attached hereto and made a part of these minutes*. He said he can address the recommendations at the next meeting during the board reports.

City of Dunnellon
City Council Meeting
April 20, 2016
Page 9

AGENDA ITEM NO. 3 – ADJOURNMENT

At approximately 7:20 p.m. Councilman Dillon moved the April 20, 2016 City Council meeting be adjourned. Councilman Hancock seconded. All members voted in favor. The motion passed 4-0.

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

**Utility Advisory Board
Recommendation
Return of Funds Removed from Water and Sewer Enterprise Fund Reserves**

At its April 18, 2016 meeting the Utility Advisory Board (UAB) reviewed and discussed options relative to the return of funds that were removed from Water and Sewer reserve accounts and used to fund the Greenlight project. The following background information and recommendations are hereby presented to the Dunnellon City Council.

1. Background:

a. Resolution 2010-06, dated 7/26/2010, authorized the creation of Greenlight and the associated Communications Enterprise Fund. The resolution also authorized a loan of \$50,000 from the Water/Sewer Funds to Greenlight. It is our understanding that this loan has been repaid and no further action is required.

b. Resolution 2012-29, dated 11/13/2012, authorized an inter-fund loan of \$1,478,430 from the Water/Sewer Funds to the Communications Fund. Stipulations of the loan are that it carries a .01% per annum interest rate and that it be paid in its entirety by 2017. To date, no action has been taken to repay this loan. The funds were transferred from the Water Capital Improvement/Connect Fees and Reserve Equipment Replacement accounts, and from the Sewer Reserve Equipment Replacement account. This loan remains outstanding.

c. Resolution 2013-18, dated 11/12/2013, authorized the transfer of \$1,962,826 from the Water/Sewer Funds to the Communications Fund. The funds were transferred from the Water Unrestricted Equity and Emergency Reserve accounts, and from the Sewer Capital Replacement account.

d. Resolution 2013-18 also authorized the transfer of \$1,362,664 from Water/Sewer bond proceeds to the Communications Fund. The UAB recognizes that the City is dealing with this transaction separately due to legal issues. The UAB recommends that the City continue making payments from the General Fund to replace the amount removed.

e. The combined amount transferred from Water/Sewer Fund reserve accounts is \$3,441,256.

2. Current Situation:

a. The Water/Sewer Reserve Accounts for Equipment Replacement are empty.

b. The combined amount in the Water/Sewer Emergency Reserve accounts is \$7,308.

c. The combined amount in the Water/Sewer Capital Improvement accounts is \$127,234.

d. The lack of funds in these reserve accounts directly affects the immediate and long-term safety and reliability of the Water and Sewer Utility Systems. This is a significant public interest situation that needs to be addressed by the City Council.

Submitted to Council 4/20/16 Spec. Council Meeting

e. The lack of funds in these reserve accounts makes it impossible for the city to undertake utility system improvements and enhancements without borrowing funds.

3. Recommendations:

a. Assuming that the City does not have funds available in the short term to replace funds loaned and transferred from the Water and Sewer reserve accounts, and taking into consideration discussions about this matter at the joint Council and UAB workshop on 3/21/2016, the UAB recommends that the Council approve an agreement that allows the funds to be reimbursed over a period of time.

b. Starting with the fiscal year 2017 Water and Sewer Enterprise Fund budgets, the city should suspend any inclusion of expense items for city staff providing support to water and sewer operations and administration. For the purpose of determining the yearly amount to be applied toward the reimbursement, the city should use the amount of \$143,728, which is the amount being charged in the fiscal year 2016 budget.

c. Starting with the fiscal year 2017 Water and Sewer Enterprise Fund budgets, the city should include one-half of indirect expense items that contribute to the operation and administration of the water and sewer utilities, instead of the two-thirds contribution in the fiscal year 2016 budget. The yearly amount of \$12,274 (based on amounts in the fiscal year 2016 budget) should be applied toward the reimbursement.

d. The total of the above items is \$156,002 per year that would have to be absorbed by the General Fund. By not having these expenses included in the water and sewer funds, and by maintaining the existing utility rates, it should be possible to accommodate operation and maintenance expenses, gradually increase reserves and satisfy debt obligations.

e. The UAB recommends that the City establish a process for allocating these savings to the various reserve accounts.

e. The UAB recommends that the City establish optimum account balances for reserve accounts and continue adding to these accounts until the desired balance is achieved.

f. The UAB feels that the method of formalizing this plan to return funds to the water and sewer reserves should be determined by the Council.

Respectfully submitted,



Hugh Lochrane
Chairman, Utility Advisory Board

**CITY OF DUNNELLON
CITY COUNCIL MEETING**

DATE: May 9, 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 5:35 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, Vice-Mayor, Seat 4
Richard Hancock, Councilman, Seat 5

STAFF PRESENT

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

LEGAL COUNSEL

Andrew Hand
Shepard, Smith & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, May 6, 2016.

Chair Comments

Mayor Whitt thanked Pastor Welch and his prayer group and praised the success of the National Day of Prayer.

Mayor Whitt referred to Agenda Items #23 and #24 and stated he feels the citizens have already made their decisions regarding these issues.

Mayor Whitt thanked Richard Powell for being in attendance to present the Audit Report and the members of the Marion County TPO for their efforts.

Councilman Dillon presented a Phosphate Pete t-shirt to Mrs. Joan Duggins to have something to remember Dunnellon by when she sells her house and moves.

Mayor Whitt called for public comments on agenda items only.

Kathryn Taubert, 19436 SW 101st Place Rd., commented on the City debt and finances and how they have improved. She encouraged Council to continue collecting data regarding the Fire Department. She said she feels the City is moving in the right directions.

Joan Duggins, 19687 SW 88th Loop, commented on Agenda Item #5 and asked why the City would consider waiving any fines in its current financial condition. Councilman Dillon explained it would cost the City more to foreclose on the property, and this option affords someone the ability to purchase the property and improve it. Mayor Whitt said he would rather not see the property become blighted. Mr. Esch explained it is a 50% waiver that will allow the City to collect some of the fine. Councilman Hancock suggested the City establish an enforceable fee/fine schedule.

Art Fisher, community member, encouraged the Council to consider the safest bicycle/pedestrian path alternative, as presented by the TPO, to mitigate liability exposure.

Jerry Vaughn, community member, encouraged the Council to consider the fact that the proposed bicycle/pedestrian path would be located in the CRA District and beneficial to the community.

Louise Kenny, 11970 Ibis Court, commented on Agenda Items #16 and #23. She supported the idea of mailing the surveys. She asked the Council to consider adding two additional questions with regard to the bike trail and on street parking.

CONSENT AGENDA:

1. City Council Workshop Minutes
April 6, 2016
2. City Council Minutes
April 11, 2016
3. Authorize Mayor to Sign Change Order #1 – Agreement #AGR2016-12 with GWP, Choice Hotel CDBG Water Main Extension Project, in the Increase Amount of \$11,137.35
4. Authorize Mayor to Sign Change Order #2, Agreement #AGR2016-12 with GWP, Choice Hotel Water Main Extension for 3 Inch Water Service in the Increased Amount of \$9,437.70 – **Removed from consent agenda**
5. Authorize City Manager to Waive \$11,750 of the Daily Fine Accrued Through 12/15/15 on Lien #LIEN2015-02 for 19084 St. George Dr.

6. Authorize Mayor to sign Voluntary Cooperation/Operational Assistance Agreement #AGR2016-02 with Belleview Police Dept.
7. Approve Proclamation #PRO2016-07, Women's Lung Health Week

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

Councilman Dillon asked to remove Item #4 from the consent agenda and move it to the regular agenda for discussion. Council agreed.

Councilman Dillon moved the consent agenda be approved as amended. Councilman Hancock seconded the motion and all were in favor. The vote was 4-0.

REGULAR AGENDA

AGENDA ITEM NO. 4 – AUTHORIZE MAYOR TO SIGN CHANGE ORDER #2, AGREEMENT #AGR2016-12 WITH GWP, CHOICE HOTEL WATER MAIN EXTENSION FOR 3 INCH WATER SERVICE IN THE INCREASED AMOUNT OF \$9,437.70

Councilman Dillon asked if the two businesses proposing to connect would pay impact fees. Mr. Esch replied yes, approximately \$1,300.00 each. Councilman Dillon asked for affirmation that the City would then recoup \$3,600.00 of the increased cost. Mr. Esch stated that is true. Councilman Dillon asked how many others could connect to the 3 inch line. Mr. Esch replied several, depending on the level of usage.

Councilman Dillon moved to authorize the Mayor sign Change Order #2, Agreement #AGR2016-12 with GWP, Choice Hotel Water Main Extension for 3 inch Water Service in the Increased Amount of \$9,437.70. Councilman Hancock seconded the motion.

Mayor Whitt called for discussion.

Vice-Mayor Green asked about the status of the connections. Mr. Esch explained the dentist office doesn't have much choice other than to connect. However, it is optional for the American Legion. He further explained connecting would be to their benefit as it would provide a better water source and increase their property values.

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

AGENDA ITEM NO. 8 – APPOINTMENT TO CITY COUNCIL SEAT NUMBER TWO (2) PER CITY'S CHARTER (Backup Added)

Councilman Dillon moved Larry Winkler be appointed to City Council Seat #2 until the next regular or special election. Councilman Green seconded the motion.

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

AGENDA ITEM NO. 9 – OATH OF OFFICE

Larry Winkler repeated the Oath of Office before the general public, City Council, and the City Clerk as follows, as administered by his son, Joseph Winkler:

“I, Larry Winkler, 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.”

AGENDA ITEM NO. 10 – DUNNELLON CHAMBER OF COMMERCE REPORT

Penny Lofton reported on the success of Boomtown Days and thanked everyone who assisted with the event. She reported on upcoming events: Boomtown Blast, Trail of Treaters, Memorial Day events and the new ice cream store ribbon cutting. Mrs. Lofton stated 16 new members have joined the Chamber since her last report.

AGENDA ITEM NO. 11 – QUASI-JUDICIAL HEARING – PZ1516-045 FOR SITE PLAN REVIEW #SPL2016-01 – 11191 N. WILLIAMS ST. – ZIEGENFUSS OR DUNNELLON REAL ESTATE LLC FOR WENDY’S (NOTIFICATION TO APPLICANT AND ADJACENT PROPERTY OWNERS ON 04/22/2016)

Mayor Whitt gavelled down and said, “It is now 6:08 p.m. and I close the regular meeting and open this quasi-judicial hearing to discuss: Application #PZ1516-045 by Ziegenfuss or Dunnellon Real Estate LLC for Site Plan #SPL2016-01 Approval - Parcel 33639-006-01 & 33639-006-02, Wendy’s, 11191 N. Williams Street.

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

Testimony will be limited to 3 minutes per witness unless the applicant, staff, or affected person requests an extension of time. A request for extension of time will be considered by the Council to assure all parties have a full and fair opportunity to participate without undue repetition and delay. Public input is valued by the Council. However, in order to foster mutual respect, personal comments should not be directed toward Council members, or staff. Members of the public shall refrain from interrupting the speaker at the podium.

At the conclusion of this hearing, the City Council of the City of Dunnellon will make a decision whether to approve the Site Plan.

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

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

Mayor Whitt 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. There was none.

Lonnie Smith presented the following staff report:



CITY OF DUNNELLON STAFF REPORT

APPLICATION INFORMATION

DATE OF HEARING: May 2, 2016

REQUEST FOR APPROVAL OF: Site Plan as submitted

PUBLIC HEARING: Quasi-Judicial

PROJECT NAME: Wendy's Restaurant w/drive-thru

PROJECT NUMBER: SPL 2016-01, PZ1516-045

PROJECT REPRESENTATIVE(S):
Applicant: Robert Ziegenfuss
Property Owner: Dunnellon Real Estate LLC

PROPERTY LOCATION:

Project Address(es):	Parcel ID Number(s):
11191 N. Williams Street	33639-006-01
Dunnellon, FL 34432	33639-006-02

PARCEL SIZE: .78 Acres

EXISTING FUTURE LAND USE MAP: Commercial

EXISTING ZONING: B-4

EXISTING USE: Restaurant/Car Wash - Inactive

STAFF EVALUATION AND FINDINGS

1. REQUEST:

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

2. REVIEW REQUIREMENT:

Appendix A – Zoning, Section 9.2

15. Site development plan approval.

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

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

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

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

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

3. BACKGROUND:

In 1993 the subject property was originally used for a Checkers restaurant. 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 it was determined that a landscape buffer depth variance would be required. Planning council and City council both approved a workable landscape buffer dimension.

The applicant has now submitted a site plan for review and approval for a 2,247 S.F. Restaurant on the subject property.

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.

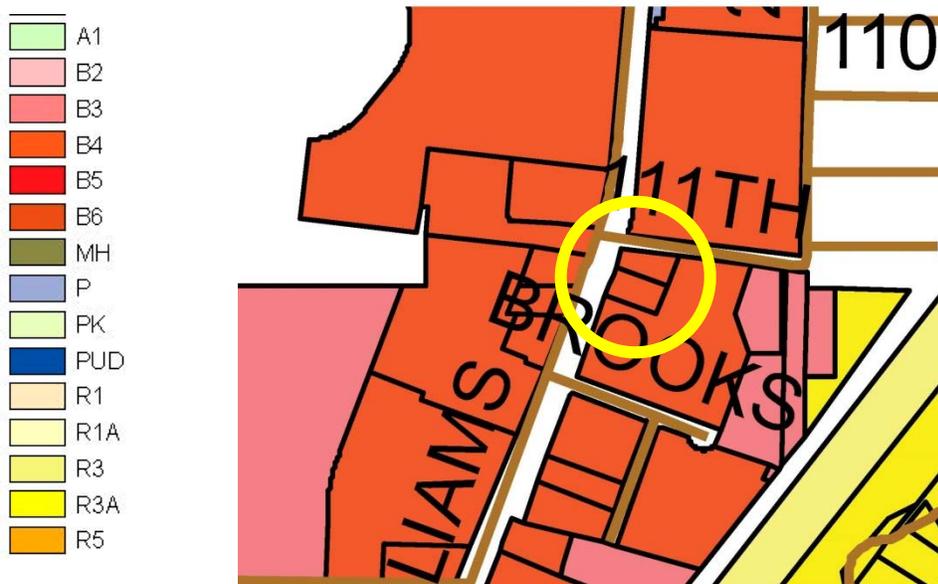
Site Area is 34,274 S.F. Impervious area is 20,871 S.F. = **ISR 62.8%**
Proposed Building height - **24 feet**

The Zoning classification is B-4 and is one of the permitted classifications in this land use category. The nature and type of building development is not considered inconsistent with the comp plan.

Future Land Use Map (below)



Zoning Map (below)





5. REVIEW OF APPLICATION:

Relevant Sections of the Code

Article V Section 5.3(18) - Amount of off-street parking.

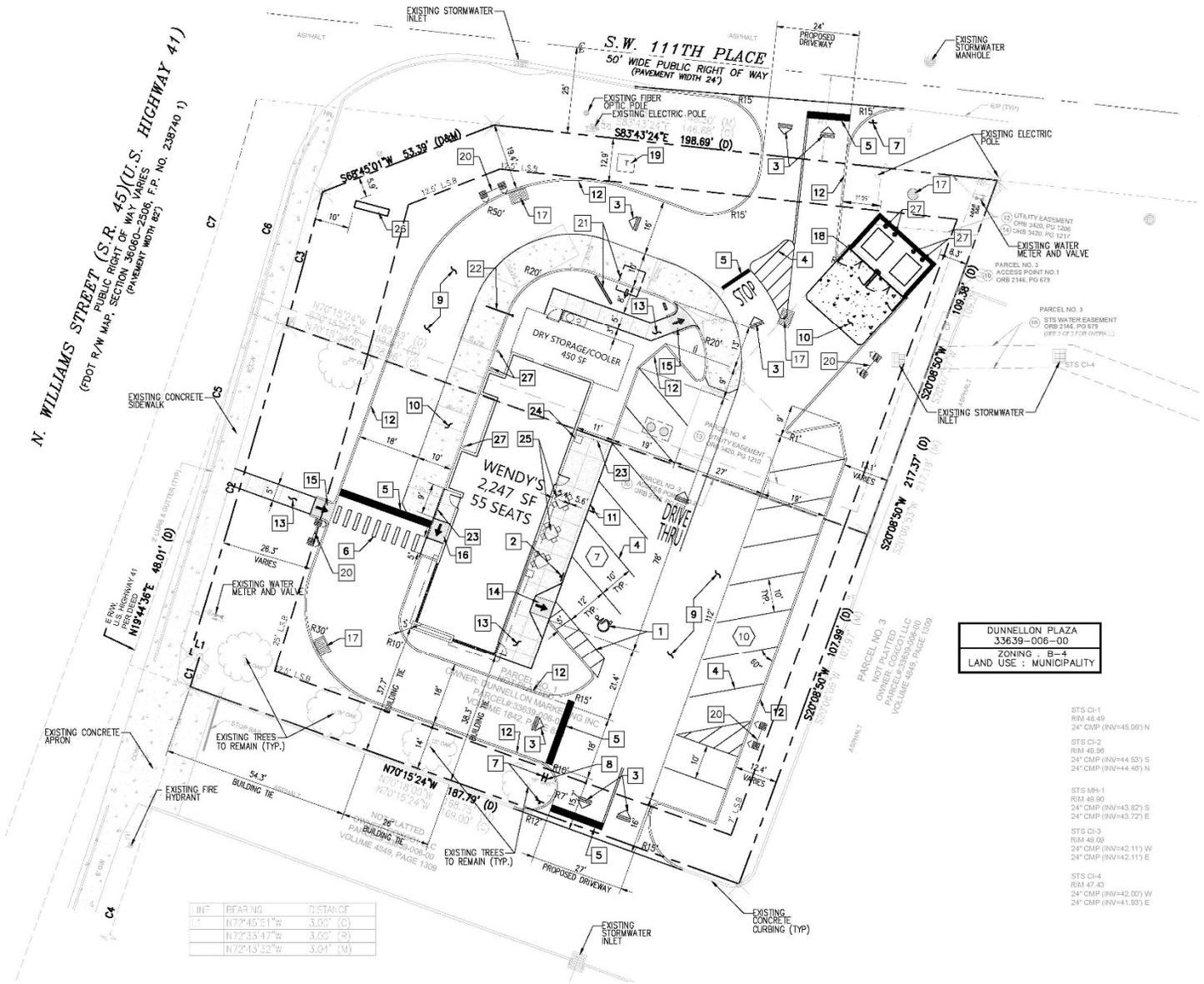
The off-street parking required by this article shall be provided and maintained on the basis of the following minimum requirements:

18. Restaurants, bars, beer gardens, clubs, nightclubs: One parking space for each **four seats** in the rooms for customer service.

Building seating capacity 55 (indoors) + 12 (outdoors) = 67 seats divided by 4 = 16.75 required
17 spaces have been provided

The Applicant meets the off-street parking requirements as set forth above.

Wendy's Site Plan

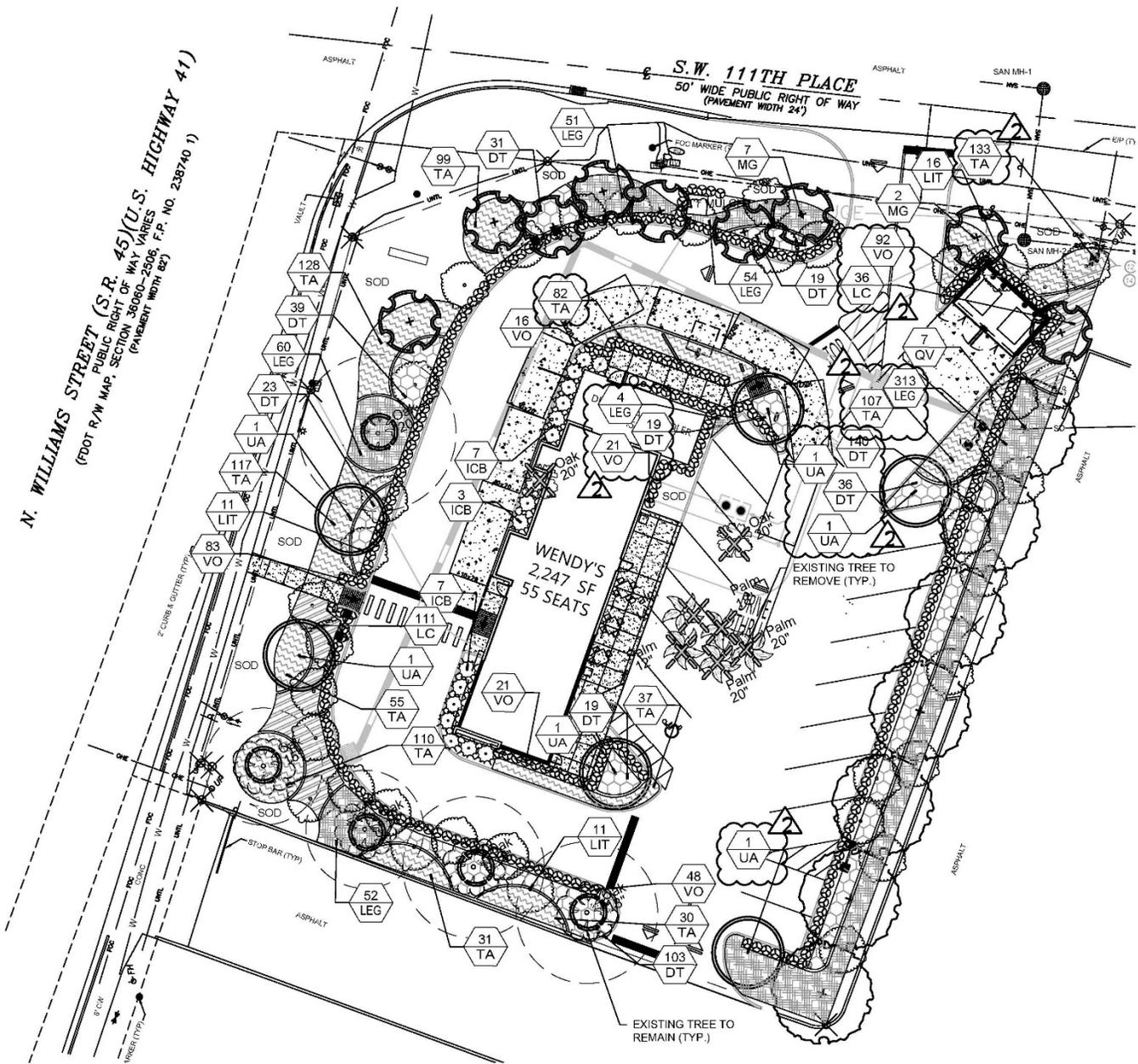


DUNNELLON PLAZA
 33639-006-00
 ZONING : B-4
 LAND USE : MUNICIPALITY

- STS C1-1
RM 45.49
24" CMP (INV=45.08) N
- STS C1-2
RM 45.35
24" CMP (INV=44.53) S
24" CMP (INV=44.45) N
- STS MH-1
RM 45.90
24" CMP (INV=43.82) S
24" CMP (INV=43.72) E
- STS C1-3
RM 45.06
24" CMP (INV=42.11) W
24" CMP (INV=42.11) E
- STS C1-4
RM 47.45
24" CMP (INV=42.00) W
24" CMP (INV=41.93) E

IN"	BEARING	DISTANCE
1	N72°45'51"W	3.00' (C)
	N72°35'47"W	3.00' (R)
	N72°43'32"W	3.04' (W)

Landscape Plan



	<u>Front</u>	<u>Sides</u>	<u>Rear</u>
Landscape Buffer Variance	25ft	12.5ft	7ft
Landscape Buffer Provided	26.3ft	12.9/14.5ft	7.8ft

The Applicant meets the landscape buffer variance requirements as set forth above.

Duties of planning commission in site development plan approval

- A. Ingress and egress to the property and proposed structures thereon, with particular reference to automotive and pedestrian safety, traffic flow and control, provision of services and servicing for utilities, and access in case of fire or catastrophe.
Response: Addressed on sheet C-1 of the site plan
- B. Manner of drainage on the property, with particular reference to the effect of provisions for drainage on adjacent properties and the consequences of such drainage on overall city capacities.
Response: Addressed on sheet C-3 of the site plan
- C. Conditions on ownership, control and use generally, and conditions on ownership, control, use, and maintenance of open space or common lands to insure preservation of such lands for their intended purposes.
N/A
- D. Utilities, with reference to hook-in locations and availability and capacity for the use projects.
Response: Addressed on sheet C-2 of the site plan
- E. Off-street parking and loading areas, with attention to automotive and pedestrian safety, traffic flow and control, access in case of fire and catastrophe, and screening and landscaping.
Response: Addressed on sheet C-1 and L-1 of the site plan
- F. Recreation and open spaces, with attention to the location, size, and development of the areas as to adequacy, effect on privacy of adjacent and nearby community-wide open spaces and recreation facilities.
N/A
- G. Density and/or purpose of the development, with attention to its relationship to adjacent and nearby properties.
Response: Addressed on sheet C-V of the site plan
- G. General site arrangement, amenities, and convenience, with particular reference to insuring that appearance and general layout of the proposed development will be compatible and harmonious with properties in the general area and will not be so at variance with other development in the area as to cause a substantial depreciation of such property values.
Response: Addressed in the body of this report
- H. Loss of pervious surfaces with attention to the lowering of recharge capabilities and increasing runoff.
Response: Addressed on sheet C-0 and C-3 of the site plan
- I. Such other standards as may be imposed by these zoning regulations for the particular use of activity involved.
N/A
- J. Consistency with neighborhood and historical character.
Response: Addressed in the body of this report

6. STAFF RECOMMENDATION:

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

Mr. Bob Ziegenfuss, on behalf of the applicant, thanked City staff for working with him on this application and provided a brief overview of the project and plans. He stated demolition will begin in the next 30-60 days and it will take a total of about 6 months to complete the project.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and stated, "It is now 6:24 p.m. and I close this quasi-judicial hearing, and now reopen the May 9, 2016 City Council Meeting."

AGENDA ITEM NO. 12 – CONSIDERATION OF SITE PLAN #PZ1516-045, 11191 N. WILLIAMS ST., ZIEGENFUSS OR DUNNELON REAL ESTATE LLC FOR WENDY'S

Councilman Dillon moved to find the site plan consistent with the City's Comprehensive Plan. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Councilman Dillon moved the site plan for Wendy's be approved. Councilman Winkler seconded the motion.

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

AGENDA ITEM NO. 13 – QUASI-JUDICIAL HEARING – TREE REMOVAL PERMIT APPLICATION #PZ1516-047 FOR 11680 CHEROKEE CIRCLE (Notice to to Property Owner Mailed and Emailed on 5/6/2016)

Mayor Whitt gaveled down and said, "It is now 6:27 p.m. and I close the regular meeting and open this quasi-judicial hearing to discuss: Tree Removal Permit Application PZ1516-047 to Consider Removal of One (1) 23.8 D.B.H. Heritage Cypress Tree at 11680 Cherokee Circle, Matthew Remail.

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

Testimony will be limited to 3 minutes per witness unless the applicant, staff, or affected person requests an extension of time. A request for extension of time will be considered by the Council to assure all parties have a full and fair opportunity to participate without undue repetition and delay. Public input is valued by the Council. However, in order to foster mutual respect, personal comments should not be directed toward Council members, or staff. Members of the public shall refrain from interrupting the speaker at the podium.

At the conclusion of this hearing, the City Council of the City of Dunnellon will make a decision whether to approve the application for Tree Removal.

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

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

Mayor Whitt 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. There was none.

Lonnie Smith presented the following staff report:



Official Use Only

Meeting Date: May 9, 2016

From (Dept.): Community Development

Signature: tam for EEsch
Department Director

Approved for
Agenda: tam for EEsch
City Manager

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

Subject: Quasi-Judicial Hearing for Tree Removal - PZ1516-047 - 11680 Cherokee Circle

Request for Approval:

Summary Explanation and Background:

Applicant, Matthew Remail of Trenton Tree Service, on behalf of property owner, submitted an application for removal of one Heritage Cypress, 23.8" D.B.H., located 105' from the water's edge. On April 26, 2016, members of the tree board heard the case, reviewed the supporting documents, and voted unanimously to forward a recommendation of approval to City Council for this tree to be removed. Roots are causing extensive damage to the property owner's driveway and A/C pad. Damage to driveway is creating a safety hazard.

Fiscal Information:

_____ - _____ - _____ - _____ - _____ - _____

Project No.
(If applicable)

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Tree Board recommends Council approval of the application to remove the tree.

Initiated by: tam / ls

Teresa Malmberg

From: noreply@civicplus.com
Sent: Tuesday, March 22, 2016 1:37 PM
To: Teresa Malmberg
Subject: Online Form Submittal: Tree Removal Permit Application

Tree Removal Permit Application

Step 1

City of Dunnellon

Applicant Information

Type Residential

Applicant First Name Matthew

Last Name Remai

Address 11680 Cherokee Circle

Address2 *Field not completed.*

City Dunnellon

State FL

Zip 34431

Phone Number 3522316402

Cell Phone *Field not completed.*

Other Phone *Field not completed.*

Email Trentontreeservice@outlook.com

Property Address 11680 Cherokee Circle

Address2 *Field not completed.*

City Dunnellon

State FL

Zip 34431

Contact Person if other than above *Field not completed.*

Phone *Field not completed.*

Tree Information

Species/Diameter 4.5 ft. above ground Cyprus/ 20 in **75"DIA / 23.8"D.B.H. (HERITAGE)**
Tree is 105' from water's edge

Replaced with (maintain 16 trees per acre) Live Oak

Reason for Removal Tree is doing property damage. The roots are raising the concrete drive way and and is starting to lift parts of the foundation. *Also, lifting the A/C pad.* **Visual verification by L.Smith**

Upload site plan sketch here *Field not completed.*

If Applicable

Contractor Name Trenton Tree Service

Phone Number 352 231 6402

Address 1900 SW 50th ST Trenton FL 32619

License Number *Field not completed.*

City Registration Number *Field not completed.*

Acknowledgments

Detailed Code Information available at the City's website, www.dunnellon.org, City Code, Chapter 74 Vegetation, Article III, Trees; and more specifically Sec. 74-63. - Tree removal permit requirements and procedures. I understand that this application for tree removal must be reviewed and approved prior to any removal taking place. I also understand that replacement trees, if required to meet the City of Dunnellon's minimum 16 trees per acre requirement, must be completed within 60 days of issuance of the permit. NOTE: Failure to secure a permit may result in fines in accordance with City Tree Code I certify that I have read and understand the application and requirements for tree removal. If completed and signed by Contractor, a signed, notarized letter of authorization from the owner is included.

I have read and understood the foregoing statement Yes

Signature Matthew Remail

Sec. 74-70. - Standards for tree removal in special circumstances.

(a)

The city hereby declares that special circumstances exist with regard to Pond Cypress and Bald Cypress trees, including their knees, located along the shoreline or within 150 feet of the ordinary high water line of the Rainbow River or the Withlacoochee River or their navigable coves.

(1)

All Pond Cypress and Bald Cypress trees, and their knees, regardless of size, are protected.

(2)

No such trees shall be removed unless a tree removal permit has been issued in compliance with the requirements of [section 74-63](#) and the standards set forth in subsection [74-70\(3\)](#).

(c)

(2)

Occupied lots.

b.

Demonstration that the tree poses an imminent threat and removal is required to protect public health, safety, and welfare. Such removal shall be the minimum necessary to accomplish the purposes stated herein.

Matthew Remai of Trenton Tree Service, on behalf of the property owner, explained the property damage that is occurring as a result of the tree roots and the safety hazard it creates.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and stated, "It is now 6:33 p.m. and I close this quasi-judicial hearing, and now reopen the May 9, 2016 City Council Meeting."

AGENDA ITEM NO. 14 – CONSIDERATION OF TREE REMOVAL PERMIT #PZ1516-047, 11680 CHEROKEE CIRCLE, PARCEL NUMBER 3366-097-000, MATTHEW REMAI

Councilman Dillon moved to affirm the Tree Board's recommendation to allow removal of one (1) 23.8" D.B.H. Heritage Cypress Tree – 11680 Cherokee Circle. Councilman Winkler seconded the motion.

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

AGENDA ITEM NO. 15 – FY2014-2015 ANNUAL FINANCIAL REPORT – PRESENTATION BY RICHARD POWELL OF POWELL AND JONES, CPA

Mr. Richard Powell of Powell & Jones, CPA, provided a summary overview of the audit for the Council. He expressed his appreciation for the City staff's assistance in the preparation of the audited financial report.

There was much discussion and Mr. Powell answered Council questions regarding the Annual Financial Report, which can be viewed at:

<http://www.dunnellon.org/DocumentCenter/View/1187>

AGENDA ITEM NO. 16 – E. PENNSYLVANIA AVE BIKE TRAIL CONCEPTUAL PLAN – MARION COUNTY TPO AND KIMLEY HORN

Mr. Greg Slay of the Marion County TPO and Mr. John Sewell of Kimley Horn provided a brief review of the previous meetings held to discuss this topic and an overview of the alternatives that were presented.

There was much discussion among Council, staff, TPO and Kimley Horn regarding the various alternatives and many aspects of the project.

Councilman Dillon moved to select the option labeled Pennsylvania Avenue Alternate "C" as presented by TPO in the Design Alternatives Study dated April 2016 prepared by Kimley Horn with the stipulation that the design will allow for parking on the south side of Pennsylvania Avenue. Mayor Whitt seconded the motion.

The vote was taken. The vote was 4-1. Councilman Winkler voted no.

AGENDA ITEM NO. 17 – #LIEN2012-43, 20717 WALNUT STREET

Vice-Mayor Green moved to authorize the City Manager to waive \$683.27 of the interest accrued through April 25, 2016 on #Lien2012-43, 20717 Walnut Street. Councilman Hancock seconded the motion.

The vote was taken and all were in favor. The motion passed 4-0. Councilman Dillon abstained from voting.

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, CHARLES J. DILLON, III, hereby disclose that on MAY 9,, 20 16:

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

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

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

I AM CURRENTLY NEGOTIATING THE PURCHASE OF THE PROPERTY ON WALNUT ST.

RECEIVED
MAY 11 2016

5/9/16
Date Filed

[Signature]
Signature

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

AGENDA ITEM NO. 18 – AGREEMENT #AGR2016-21, KIMLEY HORN IPO#52 – SHORT TOWER WAY RECONSTRUCTION

Mr. Esch explained several requests have been received from residents and businesses along Short Tower Way that the road be improved. He said the City also experiences maintenance issues with dirt washing out into Pennsylvania Avenue. He stated the project would be funded with gas tax capital improvement funds, and the proposed IPO is for engineering services.

Councilman Winkler explained the City Charter requirement for the City and property owners on each side of the road to be paved to pay 1/3 each of the cost.

Councilman Dillon said although we have gas tax reserves, we will continue to receive less and less, and should be frugal with what we have.

Councilman Hancock agreed, and suggested staff should contact the property owners via formal request to determine if they are interested in sharing the cost.

Council directed Mr. Esch to proceed with contacting the property owners on each side of Short Tower Way.

AGENDA ITEM NO. 19 – AGREEMENT #AGR2016-22, KIMLEY HORN IPO#53 – JULIETTE FALLS WASTEWATER TREATMENT FACILITY OPERATION PERMIT RENEWAL

Mr. Esch explained the Juliette Falls Wastewater Treatment Facility operates under a FDEP Domestic Wastewater Facility Permit that expires on April 3, 2017. Chapter 62-620 of the FL Administrative Code requires submittal of the operating permit renewal application no later than 180 days before the expiration date. Mr. Esch stated the proposed IPO is for the preparation of the permit application.

Councilman Hancock stated he would prefer this expense be reviewed by the UAB before presentation to Council for approval.

Council agreed to have staff to present this for review by the UAB before Council's consideration for approval.

AGENDA ITEM NO. 20 – AGREEMENT #AGR2016-25, AMENDMENT ONE (1) TO GRANT AGREEMENT #PO139 WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY

Mr. Esch explained the DEO offered the City an additional \$24,000 in grant funds to expedite provisions of the technical assistance grant.

Vice-Mayor Green moved the Mayor be authorized to sign Amendment One (1) to Grant Agreement #PO139 with the Department of Economic Opportunity. Councilman Dillon seconded the motion.

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

AGENDA ITEM NO. 21 – RESOLUTION #RES2016-12, ADOPTING LOCAL MITIGATION STRATEGY (LMS) PLAN 2015 UPDATE

Councilman Dillon moved Resolution #RES2016-12 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 #RES2016-12

A RESOLUTION BY THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE MARION COUNTY LOCAL MITIGATION STRATEGY PLAN 2015 UPDATE; PROVIDING FOR REPEAL AND CONFLICT; PROVIDING AN EFFECTIVE DATE.”

Councilman Dillon moved Resolution #RES2016-12 be approved. Councilman Winkler seconded the motion.

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

AGENDA ITEM NO. 22 – REPAYMENT OF DEBT TO WATER & SEWER FUNDS

Councilman Dillon moved in recognition of City Council’s affirmation that Resolution #RES2012-29 is a valid financial obligation that may be repaid from the General Fund to the Water/Sewer Emergency Reserve Account, and in recognition of the attached recommendation received from the Utility Advisory Board at the April 20, 2016 Special Council Meeting, the City will include partial re-payment of this obligation within the annual budget for the fiscal year 2016-17, and recognizing that it is the current intent and goal to satisfy this obligation, that any possible future payments thereafter will be considered on an annual basis. Councilman Hancock seconded the motion.

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

AGENDA ITEM NO. 23 – FORMAL RESPONSE FROM THE VOTERS AND TAXPAYERS

Councilman Hancock moved City Council agreed to create a ballot to be mailed to both the property tax payers and registered voters of the city of Dunnellon that will contain both education and ballot questions/options pertaining to level of services, assessment fees, and ad valorem tax rate in order to acquire formal input to assist the Council in determining future operating direction and decision making. Councilman Dillon seconded the motion.

Mayor Whitt called for discussion.

Mrs. Bowne explained the proposed process and asked the Council to be thinking about specific questions and education they would like included on the survey. She noted it would be necessary to workshop further in order to finalize. She also explained she is working with the property appraiser to collect data and the mail house to determine the cost.

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

AGENDA ITEM NO. 24 – CHARTER REFERENDUM, CITY MANAGER

Councilman Dillon moved to direct the City Attorney to prepare a referendum ordinance submitting to the electors of Dunnellon a proposed amendment abolishing section 18a – City Manager and amending the remaining sections that are affected by this change as appropriate. Councilman Winkler seconded the motion.

Mayor Whitt called for discussion.

Councilman Hancock suggested providing the public with the education in the survey as to why this particular item must be passed via referendum, as it is a Charter amendment.

The vote was taken and all were in favor. The vote was 4-1. Mayor Whitt voted no.

AGENDA ITEM NO. 25 – COUNCIL LIAISON REPORTS AND COMMENTS

Councilman Dillon discussed the previous council workshop becoming a council meeting when he had not received any notice there would be a change.

Mrs. Bowne explained it was changed at the request of Mayor Whitt after she discussed it with Mr. Esch and was given direction to proceed.

Mr. Esch explained the intent was to address the request by Marion Senior Services in the event that a motion became necessary.

Vice-Mayor Green announced the DHS Red & Black Game will be held on Friday at 6:00 p.m. and the school is also having a BBQ chicken dinner fundraiser.

AGENDA ITEM NO. 26 – CITY MANAGER’S REPORT

Mr. Esch stated Marion Senior Services have withdrawn their request to use the library building. He also discussed the BB&T and Regions Bank loans.

AGENDA ITEM NO. 27 –CITY ATTORNEY’S REPORT

None

AGENDA ITEM NO. 28 – ADJOURNMENT

At approximately 9:40 p.m. Councilman Dillon moved the May 9, 2016 City Council meeting be adjourned. Vice-Mayor Green seconded. All members voted in favor. The motion passed 5-0.

City of Dunnellon
City Council Meeting
May 9, 2016
Page 13

Attest:

Dawn Bowne, MMC
City Clerk

Nathan Whitt, Mayor

P:\minutes council meeting\20160509doc

Julio Granados

From: Jan Smith
Sent: Tuesday, May 17, 2016 7:33 AM
To: Julio Granados
Cc: Eddie Esch; Richard Grabbe; Teresa Malmberg
Subject: Richard's Trailer Purchase

Good Morning Julio,

Eddie told me you prepared the council packet (June 8) for this purchase. Please put on the cover sheet that this purchase was approved by the Utility Advisory Board on May 16, 2016. FYI-all purchases (\$5,000 and above) must come before the UAB prior to going before Council.

Thanks

Jan Smith
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500 Ext. 1003
Fax: 352-465-8505
E-mail: jsmith@dunnellon.org

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



**CITY OF DUNNELLO
PRICE QUOTE FORM**

ITEM / DESCRIPTION: Dual axle flat bed equipment trailer (GVWR 16,000).

<u>VENDOR</u>	<u>AMOUNT</u>
1. Kaufman Trailers of NC Inc (V-5226) \$4,990.00 plus \$500.00 on separate PO FOR delivery with subsidiary company.	\$5,490.00
2. Appalachian Trailers plus freight	\$5,399.00
3. Texas Trailers Sales and Service (quote from FL Sheriff's Contract #15-13-0904 specification #56 CW1622-102 base trailer. Quote is for one trailer delivered to the Northern District)	\$8,265.00
4.	
5.	

Richard Grabbe

Name of employee obtaining quotes

For  

Digitally signed by
Julio Granados
Date: 2016.05.10
16:25:00 -04'00'

Signature of employee obtaining quotes

May 10, 2016

Date

ATTACH SUPPORT DOCUMENTATION IF AVAILABLE



Quote

702 North Silver Street Ph: (336) 790-6800
Lexington, NC 27292 Fx: (336) 859-5963

Quote Order #: 234576
Quote Order Date: 5/4/2016
Salesperson: Timothy Edwards
Customer ID: 241782
Ship Via: ck Delivery on Hold
Terms: Purchase Order

Bill To:
City Of Dunnellon
20750 River Drive
Dunnellon, FL 34431

Ship To: 241782
City Of Dunnellon
20750 River Drive
Dunnellon, FL 34431

Phone: 352-465-8596
Fax:
Cell:
Alt:#

GVWR 16000

1/2 00533 / 60640
1/2 10535 /
R95-9-16

Item	Description	Base Price	Options	Additional Options	Total Price	Extended Price
FP-7K-23D	DELUXE Deck-Over Tag-a-Long / 7k Axles / 23'	\$4990.00	\$0.00	\$0.00	\$4990.00	\$4990.00
	Coupler Type	Adj Pintle	\$0.00			
	Jack(s)	Single 12k Drop-foot [std]	\$0.00			
	Toolbox in Tongue	Yes w/ Lockable Lid [std]	\$0.00			
	Wiring / Lights	Sealed Wiring / LEDs	\$0.00			
	Plug Type	7-Way RV [std]	\$0.00			
	Crossmembers	17" On Center [std]	\$0.00			
	Dovetail	Wood [std]	\$0.00			
	Pop-Up	NO	\$0.00			
	Ramps	60"x20" Stand-Up [std]	\$0.00			
	Third Ramp	NO	\$0.00			
	Spring Assist Ramps	Yes [std]	\$0.00			
	Ramp Rods	34" Long [std]	\$0.00			
	Sliding Track	NO	\$0.00			
	Sliding Track Length	N/A	\$0.00			
	Sliding Ratchets	NO	\$0.00			
	Sliding Ratchet Straps	NONE	\$0.00			
	Fork Holders	NO	\$0.00			
	Winch	NO	\$0.00			
	Torque Tube	NO	\$0.00			
	Tires	Westlake Radials	\$0.00			
	Spare	NO	\$0.00			
	Paint	Black	\$0.00			
	Pinstripe	White	\$0.00			

Totals 1

Sale Amount: \$4,990.00
Tax: \$0.00
Documentation: \$0.00
Total: \$4,990.00

702 North Silver Street Ph: (336) 790-6800
Lexington, NC 27292 Fx: (336) 859-5963

Quote Order #: 234576
Quote Order Date: 5/4/2016
Salesperson: Timothy Edwards
Customer ID: 241782
Ship Via: ck Delivery on Hold
Terms: Purchase Order

Bill To:
City Of Dunnellon
20750 River Drive
Dunnellon, FL 34431

Ship To: 241782
City Of Dunnellon
20750 River Drive
Dunnellon, FL 34431

Phone: 352-465-8596
Fax:
Cell:
Alt:#

GVWR 16000

Item	Description	Base Price	Options	Additional Options	Total Price	Extended Price
------	-------------	------------	---------	--------------------	-------------	----------------

Special Notes:

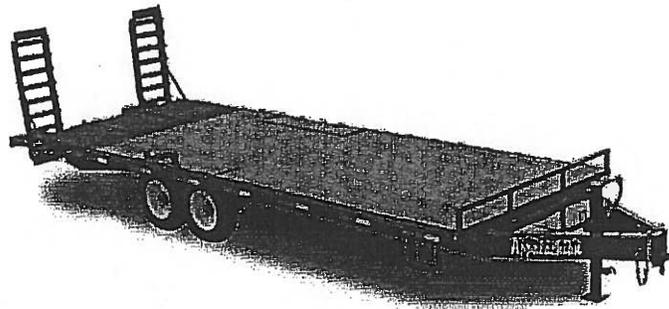
1. A Purchase Order will be issued to begin this order.
2. Hauling: Skid Steer
3. Weight: Apprx Trailer Capacity: 11,700#
4. Hauling With: 1 ton truck
5. Insurance information
**Required for 30 Day Tag **
6. Insurance Co: n/a
7. Policy: n/a
8. Temp Tag Needed: No



Call Today: 330-877-4141

Contact

**Contractor Grade Flatbed Trailers-Pintle Pull
8" Channel Frame on 16,000 lb. GVWR / 3"
Channel Crossmembers 16" O.C.
10" Channel Frame on 20,000 lb. GVWR / 3"
Channel Crossmembers 16" O.C.**



STANDARD FEATURES:

Appalachian's premium contractor grade flatbed equipment trailers feature a low loaded deck height. This makes loading easier and hauling of your equipment safer. The heavy duty frame features close crossmember spacing and 6" outer rails. The 20,000 GVWR model has 8,000 lb. axles with 12 1/4"x3 3/8" heavy duty brakes with 215/17.5 16 ply rating RADIAL tires. This heavy duty running gear package makes this deckover flatbed trailer stand out from the competition.

TRAILER SPECIFICATIONS

**16,000 LB GVWR CONTRACTOR GRADE
FLATBED TRAILERS-BUMPER PULL**

GVWR 16,000 lb. - Capacity 13,000 lb. with 3,000 lb.
Hitchload Ramp Capacity 13,000 lb.

22 FT STANDARD IN STOCK LENGTH \$5,099

24 FT OPTIONAL LENGTH \$5,399

26 FT OPTIONAL LENGTH \$5,699

- 7,000 lb. EZ-lube braking axles
- Heavy duty slipper spring suspension
- 235/80 R16 load range E 10 ply rating RADIAL tires
- 8" channel main frame
- 6" side rails
- 16" cross member spacing
- Treated wood deck with 4 ft. dovetail
- 102" max. deck width to outside of rub rail
- 5' stand-up ramps
- 2 5/16 adjustable coupler or pintle ring
- 12,000 lb. drop foot jack
- Toolbox with lockable lid
- Stake pockets with rub rail
- Primed and painted with two topcoats of acrylic enamel with hardener
- Break away kit, reflective tape, safety chains, sealed modular wiring harness, and sealed beam LED lighting

RECOMMENDED TIRE UPGRADE FOR 16,000 GVWR TRAILER "PREMIUM" 235/85 R16 LOAD RANGE G 14 PLY RATING RADIAL TIRES \$400 FOR FOUR TIRES.

SPARE - \$250

20,000 LB GVWR CONTRACTOR GRADE FLATBED TRAILERS-BUMPER PULL

GVWR 20,000 lb. - Capacity 15,000 lb. with 5,000 lb. Hitchload Ramp Capacity 15,000 lb

25 FT STANDARD IN STOCK LENGTH \$6,499

30 FT OPTIONAL LENGTH \$6,899

Shorter length not available- longer length available- see options.

- 2- 8,000 lb. EZ-lube braking axles
- Heavy duty slipper spring suspension
- 215/75 R17.5 Load Range H 16 ply rating RADIAL tires
- 10" channel main frame
- 6" side rails

- 16" cross member spacing
- Treated wood deck with 5 ft. dovetail
- 102" max. deck width to outside of rub rail
- 5' spring-assist stand-up ramps
- Heavy duty adjustable plate for pintle eye (ball hitch N/A)
- Toolbox with lockable lid
- 12,000 lb. drop foot jack
- Stake pockets with rub rail
- Primed and painted with two topcoats of acrylic enamel with hardener
- Break away kit, reflective tape, safety chains, sealed modular wiring harness, and sealed beam LED lighting

OPTIONS

- Pop-up dovetail - \$300
- HD 5' Stand-up gate - \$400
- Spring-assist - \$60
- DEDUCT FOR NO DOVETAIL OR RAMPS - \$99
- Dual jacks - \$100
- 235/80 R16 spare - \$170
- 215/75 R17.5 spare - \$300

[Appalachian Trailers Home](#) | [About Our Trailers](#) | [Trailers For Sale in Ohio & Pennsylvania](#) | [Utility Trailers](#) | [Dump Trailers](#) | [Gooseneck Trailers](#) | [Equipment Trailers](#) | [Car Trailers](#) | [Blog](#) | [Contact](#)
[Appalachian Trailers](#) | [Sitemap](#) [Appalachian Trailers](#) | [Skid Steer Attachments](#)

Copyright © 2016 Appalachian Trailers. All rights reserved. – Raleigh
Web Design & Raleigh SEO by TheeDesign Studio

Texas Trailers Sales and Service

5601 NW 13th Street
 Gainesville, FL 32653
 Office 352-378-4756

Estimate

Date	Estimate #
4/22/2016	5275

Name / Address
City of Dunnellon Gary Beans gbeans@dunnellon.org 352-465-8596

Description	Qty	Cost	Total	Project	Unit #
Quote from Florida Sheriff's Contract #15-13-0904 Specification # 56 CW1622-102 - Base Trailer Quote Is For One Trailer Delivered To The Northern District		8,340.00	8,340.00		
Model TX85258T - 8.5'X25' Flatbed Trailer (20' deck w/ 5' dove tail) 4" Adjustable Pintle Hitch 14# 12" I beam frame 2) 8,000 lb Dexter Oil Bath axles 2) 12K Spring Loaded Jacks Electric Brakes Break Away Safety System 5" Channel Side Rails 3" Channel cross members on 16" centers 2) Deck level ramps with spring assist 4) ST235/17.5 load range F tires on solid wheels Spare tire and wheel assembly 2" x 8" Pressure treated deck Galvanized deck screws 3/8" rub rail 4" Channel under carriage 25,000# gooseneck coupler Protected wiring Lockable tool box Prep., prime and painted Black DOT light package Heavy Duty 7 Way Trailer Plug		0.00	0.00		
				Subtotal	
				Sales Tax (6.0%)	
				Total	

Texas Trailers Sales and Service

5601 NW 13th Street
 Gainesville, FL 32653
 Office 352-378-4756

Estimate

Date	Estimate #
4/22/2016	5275

Name / Address
City of Dunnellon Gary Beans gbeans@dunnellon.org 352-465-8596

		Project	Unit #
Description	Qty	Cost	Total
TXDELLN - Deduct for shorter trailer - priced per linear foot	2	-100.00	-200.00
TXLEDOPT - Add LED option		125.00	125.00T
		Subtotal	\$8,265.00
		Sales Tax (6.0%)	\$7.50
		Total	\$8,272.50



Meeting Date: June 8, 2016

From (Dept): Finance

Signature: Jean Smith
Department Director

Approved for
Agenda: OMB for Eddie Cook
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: Change Order No. 3 for AGR#2016-12 GWP Choice Hotel Water Main Extension

SUMMARY EXPLANATION & BACKGROUND: The existing Brooks St. lift station pumps had a custom flange. The new pumps will not fit in the pump bases or align with the discharge piping. This change order is to replace the pump bases, rails, and discharge piping in the lift station. This change order increases GWP's contract \$18,279.60 for a total contracted amount of \$497,237.25. DEO approved Change Order #3 June 2, 2016

FISCAL INFORMATION: Change Order #3 100% grant funded

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign change order #3 agreement AGR2016-12

Initiated by: JS

SECTION 00850 - CONTRACT CHANGE ORDER

Change Order No. 3

Date of Issuance: May 27, 2016

Effective Date:

Project: CHOICE HOTEL WM EXTENSION	Owner: CITY OF DUNNELLON	Owner's Contract No.:
Contract:		Date of Contract: FEBRUARY 8, 2016
Contractor: GWP Construction, Inc.		Engineer's Project No.: 042382040

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Installation of pump bases, rails, and discharge piping at Brooks St lift station

Attachments (list documents supporting change): Letter dated May 25, 2016

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 458,382.60	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): May 15, 2016 Ready for final payment (days or date): June 14, 2016
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2: \$ 20,575.05	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2: Substantial completion (days): 14 Ready for final payment (days): 14
Contract Price prior to this Change Order: \$ 478,957.65	Contract Times prior to this Change Order: Substantial completion (date): May 29, 2016 Ready for final payment (date): June 28, 2016
[Increase] [Decrease] of this Change Order: \$ 18,279.60	[Increase] [Decrease] of this Change Order: Substantial completion (days): 14 Ready for final payment (days): 14
Contract Price incorporating this Change Order: \$ 497,237.25	Contract Times with all approved Change Orders: Substantial completion (date): June 12, 2016 Ready for final payment (date): July 11, 2016

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 5/27/16

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized)
Date: 5/27/16

Approved by Funding Agency (if applicable):

Date: _____

END OF SECTION

GWP CONSTRUCTION, INC



4269 NW 44th Ave, Suite A
Ocala, FL 34482
352-351-2412 Fax 352-351-2430

May 25, 2016

Kimley – Horn and Associates Inc.

Via Email: Jamie Zivich – Jamie.zivich@kimley-horn.com

RE: Choice Hotel

Proposed Change Order Lift Station Modifications

Dear Ms. Zivich,

Please accept this change order request for unforeseen conditions encountered within the existing lift station. During attempt to install new pumps, we found the interior components of the wet well were deteriorated.

Additional modifications to achieve pump upgrade will include new base rails and piping. The cost of this change order is \$18,279.60.

Best Regards,

Cheryl P. Riggs,
Exec. Vice President

Cc: Gary W. Pauley, CEO
File

Cost for Lift Station Upgrade - Unforeseen Conditions

Proposed Change Order

Description	Qty	Unit	Rate / Hour	Cost
Labor				
Superintendent	2	Hrs	\$40.00	\$80.00
				Direct Labor Cost \$80.00
				Burden @ 35% \$28.00
				<u>Total Labor + Burden \$108.00</u>
Equipment				
Truck	2	Hrs	\$17.50	\$35.00
				Total Equip Cost \$35.00
				Total Labor + Equip \$143.00
				Allowable Markup 17.5% \$25.03
				<u>Subtotal Labor and Equipment \$168.03</u>
Material				
				\$0.00
				\$0.00
				<u>Total Material \$0.00</u>
Subcontract				
Lift Station Upgrade	1	LS		\$16,449.82
				Total Material and Subcontract \$16,449.82
				Allowable Markup 10% \$1,661.75
				<u>Subtotal Material and Subcontract \$18,111.57</u>
Change order total (Labor, Equipment, Material, Subcontract and Markups)				\$18,279.60



Meeting Date: Jun 13, 2016

From (Dept.): Community Development

Signature: [Signature]
Department Director

Approved for
Agenda: [Signature]
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

Subject: BID #2015-06 BUILDING INSPECTION SERVICES - CONTRACT - AGR2016-20

Request for Approval:

Summary Explanation and Background:
BID2015-06 presented at Council workshop 11/4/15. Staff recommended negotiating the 90/10 (90% vendor/10% City) to the current rate of 80%/20%. At workshop, Council agreed and instructed staff to go forward with negotiation, and this does not need to come back to Council (attached). Staff negotiated the terms to 80/20 successfully. The vendor submitted the contract after a few months, AGR2016-20 attached. Staff sent to City Attorney, a few changes were made, contractor signed and returned for city signatures. Staff was then notified by the Clerk that this package needs to go back to Council for formal motion to approve and authorization for Mayor to sign.

Fiscal Information:

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

Amount: _____

Procurement Method: BID #2015-06

Purchase Requisition Number: _____

Recommended Action: Staff recommends Council approval and authorization for Mayor to sign agreement.

Initiated by: EE / tam

11/4/2015 Workshop

Following Eddie's review of the only bid received of which staff recommended it remain at 80%. Council asked staff to negotiate from 90% to 80%, and look at the Code Enforcement as well. Staff does the ride around, and the inspectors do the enforcement.

At 8:48:34 p.m. Chuck Dillon, said let me just pick up on Mr. Evans' comment, I do not know that this needs to come back before us. We've said what we want, we are aware of it go forth and do it. [in the background Mayor agreed]. Eddie interjected and made sure everyone was in the loop.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 13 June, 2016, by and between **THE CITY OF DUNNELLON FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "CITY" and **FLORIDA MUNICIPAL SERVICES, INC.**, a Florida corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, the CITY is a Florida Municipal Corporation; and

WHEREAS, CONTRACTOR is in the business of providing licensed and certified professionals to perform Building Code Administration, Plans Examination and Code Compliance Inspections on an as-needed basis for the CITY and elsewhere in the State of Florida; and

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants and obligations hereafter expressed, it is agreed as follows:

1. **Recitals.** THAT the foregoing recitals are true and correct and constitute a material inducement to the parties to enter into this Agreement.
2. **Specific Provisions.** THAT the parties hereby agree to the following specific provisions:
 - a. **Description of Work.** The CONTRACTOR shall be responsible for providing the services described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Unless specifically excluded, the CONTRACTOR shall provide all permits, labor, materials, equipment and supervision necessary for the completion of the work described herein. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" shall be resolved in favor of the body of this Agreement.
 - b. **Payment.** In consideration of the performance of this Agreement, the CITY agrees to pay CONTRACTOR for all permits issued, at the rate or basis described in Exhibit "A," which is attached hereto and incorporated herein by reference.
 - c. **Commencement and Completion.** The CONTRACTOR will be required to commence work under this Agreement 13 June, 2016 and to continue to provide services for the duration of this Agreement. This Agreement shall be for a period of two years (2) from the date hereof. CITY shall have the option to renew this Agreement for two (2) additional two-year periods per the terms delineated in Exhibit A with all other terms and conditions to remain in effect.
 - d. **Termination.**
 - i. **Termination at Will:** This Agreement may be terminated by the CITY or CONTRACTOR at any time without cause by giving written notice not less than 30 days by the CITY and 60 days by the CONTRACTOR, prior to the date of termination; provided that this provision shall relieve either party from its obligations of this Agreement through the date of the actual termination. At the time of termination, collected and uncollected permit fees shall be proportionally paid to the contractor as provided herein for services rendered through the date of termination. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- e. **Project management.** The Project Manager for the CONTRACTOR shall be: Michael T. Causley, FLORIDA MUNICIPAL SERVICES, INC., Building Official, (or his successor). The Project Manager for the CITY shall be Lonnie Smith, Director of Community Development (or his successor).
- f. **Notices.** All notices to the parties under this Agreement shall be in writing and sent certified mail to:
 - i. CITY: The City of Dunnellon
 Attn: Lonnie Smith
 Dir. of Community Development
 20750 River Drive
 Dunnellon, Florida 34431
 - CONTRACTORS: Florida Municipal Services, Inc.
 Attn: Michael T. Causley, President
 18001 Gulf Boulevard
 Redington Beach, Florida 33708

Insurance.

- i. The CONTRACTOR agrees to maintain such insurance as will fully protect both the CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by the CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- ii. The insurance required by the terms of this Agreement shall in no event be less than: (a) Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$100,000.00 each accident, \$100,000.00 each employee, \$500,000.00 policy limit for disease; (b) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence; if such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00; CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury; fire damage liability shall be included at \$100,000.00.
- iii. The CONTRACTOR shall furnish the CITY with copies of endorsements, which are to be signed by a personal authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured or loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. All endorsements must be on file with and approved by the CITY before commencement of any work activities.

3. **General Provisions.** THAT the parties hereby agree to the following general provisions:

- a. **Representations of the Contractor.** The CONTRACTOR represents that is has sufficient manpower and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which the CONTRACTOR operates, and that all technical personnel have State of Florida license and certification within their discipline(s).

- b. **Representations of the CITY.** The CITY represents that it is duly organized and existing as a Municipal Corporation political subdivision of the State of Florida. Further, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement and has the ownership and/or control over the property which is the subject of this Agreement or which shall be serviced thereby.
- c. **Personal nature of Agreement.** The CONTRACTOR hereby warrants that it has the necessary technical expertise and training to perform its duties as outlined in this Agreement. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise and personal abilities of the CONTRACTOR. Accordingly, this Agreement is personal and the CONTRACTOR shall not assign or delegate any rights or duties hereunder without the specific written consent of the CITY. In the event the CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, the CONTRACTOR shall obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate.
- d. **Independent contractor.**
- i. It is specifically agreed that the CONTRACTOR is deemed to be an independent contractor and not a servant, employee, joint adventurer or partner of the CITY for the purposes set forth in this subsection and it is further agreed that no agent, employee, or servant of the CONTRACTOR shall be deemed to be the agent, employee, or servant of the CITY. Accordingly, none of the benefits, if any, provided by the CITY to its employees, including but not limited to compensation insurance and unemployment insurance are available from the CITY to the employees, agents or servants of the CONTRACTOR. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of this Agreement; the CONTRACTOR shall not be deemed to be an agent of the CITY pursuant to Florida Statute 468.619(5). Although the CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY's general right of inspection to secure the satisfactory completion thereof. The CONTRACTOR agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to the CONTRACTOR, the CONTRACTOR's business, equipment or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of the CONTRACTOR.
- ii. The CONTRACTOR agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.
- e. i. **Acceptance of work product, payment and warranty.** Upon receipt of a periodic work product, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review same. Payment, found to be due the CONTRACTOR, will be paid to the CONTRACTOR within fifteen (15) days after the date of receipt of the invoice. The CONTRACTOR warrants that the data utilized by the CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in the CONTRACTOR's industry or profession to be a reliable basis and foundation for the CONTRACTOR's work product. The CONTRACTOR shall notify the CITY in writing should it appear, in the CONTRACTOR's professional judgment that the data or information provided by the CITY for use in the CONTRACTOR's work product is incomplete, defective or unreliable. The CONTRACTOR guarantees to amend, revise or correct to the satisfaction of the CITY any error appearing in the work as a result of the CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment by the CITY shall relieve the CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

- f. **Public records.** All records prepared or maintained by the CONTRACTOR in accordance with the Scope of Services (Exhibit "A"), shall be deemed to be public records. The CONTRACTOR shall allow public access to such documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR. The CITY reserves the right to unilaterally cancel this Agreement for refusal by the CONTRACTOR to allow public access to all such documents, subject to the Provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Agreement. All documents hereinabove referred to shall be maintained and kept for public inspection at the Dunnellon City Hall.

4. **Miscellaneous Provisions.** the parties hereby agree to the following miscellaneous provisions:

- a. **Discrimination.** That the CONTRACTOR shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The CONTRACTOR shall take all measures necessary to effectuate these assurances.
- b. **Severability.** That, should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- c. **Entire Agreement.** That this Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations or agreements to the contrary. CONTRACTOR recognizes that any representations, statements or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized and signed by the authorized CITY representatives.
- d. **Construction.** Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- e. **Attorney's Fees.** In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at the trial and appellate level.
- f. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials shall not be construed to operate as a waiver of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- g. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision shall not apply if the "Scope of Work" of this Agreement

specifies that performance by the CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- h. **Headings.** All headings are for clarification only and are not to be used in any judicial construction of this Agreement or any paragraph.
- i. **Binding Nature of Agreement.** This Agreement shall be binding upon the successors and assigns of the parties hereto.
- j. **Law; Venue.** This Agreement is being executed in the **City of Dunnellon**, Florida and shall be governed in accordance with the laws of the State of Florida. Marion County, Florida shall be the venue of any action thereon.
- k. **Indemnification.** The CONTRACTOR agrees to indemnify and hold harmless the CITY from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, but only to the extent caused by, arising out of, or relating to the work of CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement on the day and date first written above.

**THE CITY OF DUNNELLON
CITY COUNCIL**

By: _____
MAYOR

ATTEST:

APPROVED AS TO FORM AND CONTENT FOR
THE RELIANCE OF THE CITY OF DUNNELLON
ONLY:

SEAL
Clerk
CITY COUNCIL

By: _____
CITY ATTORNEY

FLORIDA MUNICIPAL SERVICES, INC.



WITNESS

By: _____
Michael T. Causley
President

EXHIBIT A

SCOPE OF SERVICES

Provide in accordance with the requirements set forth in Chapter §468 Florida Statutes certified Building Official, Plans Examiner(s) and Inspector(s), to perform mandatory building code administration, plan reviews and inspections associated with any of the general building, structural, mechanical, electrical and plumbing building components and code enforcement on behalf of the CITY as their agent so as to reasonably assure compliance with the Florida Building code, local administrative and technical amendments, in accordance with the following:

CONTRACTOR shall provide these services payable as follows:

Building Permits:

- For permit fees up to \$100,000.00 (cumulative per year), CONTRACTOR will be compensated 80% of each permit fee, with 20% retained by the CITY.
- For permit fees equal to and greater than \$100,001.00 (cumulative per year), CONTRACTOR will be compensated 75% of each permit fee, with 25% retained by the CITY.

Code Enforcement:

CONTRACTOR will be compensated \$35.00 per hour for services rendered during regular business hours, with a minimum of 3 hours per dedicated trip. Should staff be in the City for other duties, the fee will be \$35.00 per hour for the Code Enforcement portion of their visit.

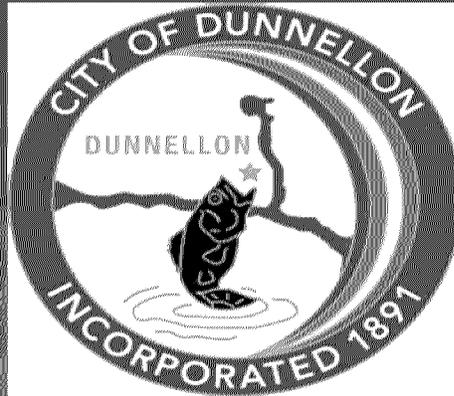
Personnel will be provided as needed and during mutually agreed upon times to maintain office hours for the CITY's Building Department. Additionally, CONTRACTOR's personnel will be available to the CITY via cell phone during all normal business hours, at a minimum from 8 a.m. to 5 p.m. during the work week, and effectively 24 hours per day, 7 days per week.

Specifically included in CONTRACTOR's stipulated fees will be all wages, payroll burden, employee benefits, vehicles, fuel, and worker's compensation, liability and automobile insurance associated with the required technical personnel.

Specifically excluded and to be provided by the CITY will be all office facilities and consumables, utilities, office telephone, and copier/fax.

**RFP NO. 2015-06
BUILDING INSPECTION
SERVICES FOR
RESIDENTIAL &
COMMERCIAL PROPERTIES**

PRESENTED TO



ORIGINAL

NOVEMBER 2, 2015, 3:00 PM

PRESENTED BY:



1671 S Royal Drive, Homosassa, FL 34448

Ph: 352-628-7904 Fax: 352-628-7758

Contact Person: Walter F. Brown

Email: wfbrown@tampabay.rr.com

Table of Contents

**Florida Municipal
Services, Inc.**

*Building Department
Services and Solutions*

Tab 1	Letter of Interest
Tab 2	Company Profile
Tab 3	Project Team
Tab 4	References
Tab 5	Previous Work Experience
Tab 6	Riverfront and Waterway Building Experience
Tab 7	Cost
Tab 8	Code Enforcement
Tab 9	Supervision & Turnaround
Tab 10	Certificate of Insurance
Tab 11	Required Forms
Tab 12	Financials

Tab 1

Letter of Interest



October 28, 2015

City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

RE: BID NO. 2015-06 Building Inspection Services for Residential & Commercial Properties

Florida Municipal Services, Inc., herein after referred to as FMS, is pleased to submit the following Response to provide the City of Dunnellon, herein after referred to as the City, building inspection services for residential & commercial properties on an as-needed basis. The scope of services includes, but is not limited to, fulfilling the duties of building official, plans examiners and inspectors. Services will include the areas of building, commercial electrical, mechanical, plumbing and fire.

WHO WE ARE

FMS, an M.T. Causley, Inc. company, is dedicated exclusively to providing residential and commercial inspections and plan review services. Our workforce consists of licensed and experienced building officials, inspectors, plans examiners, code enforcement officers, floodplain managers, administrative and permitting staff boasting many years of successful experience. Although we have offices located throughout the state, our main office, located in Homosassa, will manage services to the City and coordinate staff as needed. Our clients rely on FMS to provide continuous, uninterrupted services regardless of vacations, illnesses, increase in workloads or special projects. Therefore, a primary and secondary team of professionals has been designated to assist the City.

UNDERSTANDING AND APPROACH

FMS understands that the City desires to secure a qualified firm to provide building inspection services for residential and commercial properties. MTC is committed and will work diligently to ensure the needs of the City are met, providing services in a timely fashion and within budget, while optimizing the level of service to the City.

October 28, 2015 (continued)

As a result, FMS will designate a primary and alternate team of qualified individuals to review plans and perform inspections. Staff will provide services on behalf of and solely for the benefit of the City based on their knowledge, belief and professional judgment. A dedicated project manager will be assigned to the City to ensure services are performed within the designated time frame and meeting the City's requirements.

EXPERIENCE

FMS has assisted many cities and counties, including the City, with turn-key building department services, supplemental services and disaster assessment services. In some cases, we've assisted with the establishment of several building departments including the development of ordinances, drafting extensive Fee Schedules, creating necessary departmental forms and implementing new computer systems. These agencies have relied on FMS to enforce Building Codes to protect public health, safety and general welfare in relation to the construction of buildings. For the past five years, FMS has assisted the City with building code administration, plans examination and code compliant inspections. Working with the City has allowed us to familiarize ourselves with City staff, homeowners, contractors, developers and property owners.

Our professional team's experience and background is unparalleled. In addition to having contractor licenses in their respective trades, our team has worked in various building departments prior to joining the FMS family. Staff has undergone rigorous examinations and training giving them a profound knowledge of the Florida Building Code, National Electrical Code, Florida Fire Protection Code, etc. Our professional team is licensed by the Florida Department of Business and Professional Regulations and together hold over 30 different types of licenses. Because of their many years in the construction industry, FMS's staff has extensive experience with a wide range of new and existing construction including residential developments, single family homes, multi-family residential projects, mixed-use buildings, high-rise, silos, colleges, K-8 and high schools, as well as hospitals, court facilities and air reserve bases.

OUR COMMITMENT

FMS is dedicated to meeting the needs of our clients, not the financial demands of stockholders. Focused on exceeding the expectations of our clients, we are committed to providing efficient, prompt, and excellent customer service guaranteeing performance at an optimal level. Capable of providing a wide range of services, we focus on the individual needs of our clients and tailor our services to meet those needs. FMS is committed to providing commercial and residential building inspections and plan review services to the City of Dunnellon.

October 28, 2015 (continued)

FMS's focus and dedication to customer service allows us to provide inspections and plans review services at a superior level, impossible for our competitors to replicate. With the many years of experience, qualified, licensed staff pool, wide range of services available, impeccable reputation, multiple locations and dedication to customer service, positions Florida Municipal Services in a league of their own and therefore, is the best qualified firm to assist the City of Dunnellon with building inspection services for residential and commercial properties.

Sincerely,

A handwritten signature in cursive script that reads "Walter F. Brown".

Walter F. Brown
President

Contact information:

Walter F. Brown
6171 S. Royal Drive
Homosassa, FL 34448
Phone: (352) 628-7904
Email: wfbrown@tampabay.rr.com

Tab 2
Company Profile

Company Profile

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Established in 2008, FMS was founded around the principles of excellence, quality, and service. With a main office located in Homosassa, FMS is familiar with the City of Dunnellon and has worked with local contractors, homeowners and local municipalities for over ten years. The principals and key professional staff bring with them long histories of experience and success in the public sector.

Recently, FMS became an M.T. Causley company further expanding it's personnel and resources. M.T. Causley, Inc. is a state-wide firm established solely to provide building department services. Its main focus is on building department administration, plans review and inspection services. Combining forces with M.T. Causley has empowered FMS with new capabilities and ever expanding horizons.

FMS has designated a primary and alternate team of professionals to provide the requested services. Staff consists of experienced, highly-respected building officials, plans reviewers and inspectors that are well-versed in all phases of the construction industry, backed by many years of experience in their respective trades. The designated team counts with the support of more than 120 qualified individuals to ensure uninterrupted services. Regardless of vacation, sick-days and training seminars, the City will be sufficiently staffed at all times. The combined experience, flexibility and dependability of the FMS team provides a tremendous asset to our clients. Whether working as a supplemental force or supplying a complete turn-key operation, our staff has the ability and is explicitly tasked with the responsibility to blend in seamlessly to represent you through professional and courteous service.

FMS supplies staff with vehicles, cellular telephones and two-way radios. As a result of the transportation and technology available to our staff, the need to physically "check-in" at our offices is eliminated. Staff will report to the City as assigned and will be available to meet with permit holders, contractors, architects and developers. Plans review and inspection reports may be transmitted by fax, phone or e-mail. FMS is in close proximity to City Hall and distance does not exceed more than one hour of travel time. The estimated distance is 26 miles.

QUICK FACTS

- ◆ Staff located throughout Marion and Citrus Counties
- ◆ More than 120 qualified professionals
- ◆ Proficient in building department administration, plan review and inspections
- ◆ 7 years in business
- ◆ FMS is not a **certified minority** business

Qualifications, Experience & Expertise

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Since its inception seven years ago, FMS's primary focus continues to be customer satisfaction. Mr. Brown has an active, hands-on approach to each agency we assist and acts as the project manager. Consequently, FMS has never sold, assigned or transferred any agreement, nor has it ever been barred from performing services. Our clients are confident that services will be delivered on-time utilizing a cost-effective approach.

FMS's sole purpose is to provide building department services and has proven its competence by successfully assisting over 10 cities and counties with a wide range of services.

To meet the individual needs of each client, FMS maintains a wide range of qualifications ranging from building officials, plans examiners, inspectors, and engineers to general contractors, sub-contractors and flood plain managers. Unlike other firms, our staff has the ability to cross-cover when necessary, allowing for uninterrupted services.

FMS's mission is to meet the needs when and where our clients need us. Our reputation supports the fact that FMS can provide efficient, effective, professional, and ethical services in a timely manner and strive to work with all clients to achieve a high-quality level of service.

Although the City will have a designated team of plan examiners and inspectors, one of the outstanding benefits that the City will have at their disposal is the ability of our team members to cross-cover when necessary. Should it be necessary to replace staff, FMS will make the changes within 24-hour notice of request.

Our team of fully accredited professionals can perform all functions required in the governmental construction/development permitting process. The professional team is licensed by the State of Florida Department of Business and Professional Regulation (DBPR) and together hold over 30 different types of certifications, including:

- ◆ Structural Engineer
- ◆ Building Official

Qualifications, Experience & Expertise

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

- ◆ Commercial and Residential Inspectors (Building, Electrical, Mechanical, Plumbing, Fire, Gas, HUD, 1&2 Family)
- ◆ Plans Examiners (Structural, Building, Electrical, Mechanical, Plumbing, Fire, 1&2 Family)
- ◆ ADA Accessibility Inspector and Plans Examiner
- ◆ Code Enforcement Officer
- ◆ Coastal & Floodplain Construction Inspector
- ◆ LEED Inspector
- ◆ Special Inspector
- ◆ SREF Plans Examiner and Inspector
- ◆ Threshold Inspector
- ◆ Architect
- ◆ Contractors (Certified General, Roofing, Mechanical, Electrical, Plumbing)

Our veteran team, most of which have held contractor licenses, displays vast knowledge of each individual trade. Because of their many years in the construction industry, FMS staff has extensive experience providing plans review and inspection services to a wide range of projects including:

- ◆ Residential developments
- ◆ Multi-family dwellings
- ◆ LEED Buildings
- ◆ Hospitals
- ◆ College facilities
- ◆ Air-reserve bases
- ◆ Commercial office buildings
- ◆ High-rise buildings
- ◆ Large commercial retail developments
- ◆ Parking garages
- ◆ Cement plants
- ◆ Housing Authorities
- ◆ Single-family homes
- ◆ Retirement communities
- ◆ Historical buildings
- ◆ Medical Examiners office
- ◆ Refrigerated buildings

Tab 3
Project Team

Team Experience

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

To meet the needs of the City, FMS has designated a primary and alternate team of professionals to provide plan review and inspection services. Each member of the designated team has over ten years of experience in the construction industry and in their respective trades. As an M.T. Causley company, FMS has the support of over one hundred and twenty employees to aid in the event of an emergency or natural disaster.

Robert Kegan has been designated as the primary inspector and plans examiner. Mr. Kegan has over thirty years of experience and is **licensed as a building, electrical, mechanical and plumbing plans examiner and inspector**. Prior to joining the FMS family, Mr. Kegan worked with Sumter County Building Department for five years where he later retired. During his tenure, he served as the Building Official. Since joining the FMS family, he's assisted several building departments including, but not limited to, the Cities of Belleview, Bradenton Beach, Gulport and Treasure Island.

Walter Brown will provide additional support when needed. Mr. Brown also has over thirty years of experience in the construction industry. Mr. Brown is licensed as a building code administrator, multi-certified inspector, floodplain manager and a **building, electrical, mechanical and plumbing plans examiner**. Mr. Brown has assisted the Cities of Gretna, Cedar Key, Coleman, Fanning Springs as well as the Towns of Glen Ridge and Inglis by carrying out the roles of building and zoning official, plan examiner and inspector. He's also assisted these municipalities with creating and enforcing Land Development Regulations.

The City will also have at their disposal **Brando Dimovski, and Allen Luzader**. These gentlemen are licensed **1&2 family inspectors**.

Working for more than 30 years in the construction industry, **Mr. Dimovski** has gained comprehensive experience in the commercial and residential construction field. Mr. Dimovski has carried out the role of various positions ranging from building official to plans examiner and Inspector for various cities and counties. Government agencies has allowed Mr. Dimovski to progressively increased his construction experience and understanding of the Florida Building Code.

Team Experience

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Mr. Luzader has more than 10 years of experience within all facets of the construction industry and has worked with different cities within the State of Florida throughout his career. As a **licensed 1&2 family inspector**, Mr. Luzader has conducted residential technical field inspections in the disciplines of building, electrical, mechanical, and plumbing assuring that the work complies with all applicable codes.

Mr. Dallas Riker will be responsible for providing code enforcement services, if the City desires such service. Mr. Riker has experience working with several cities and is familiar with the process required to obtain permits and the required inspections.

Individual professional qualifications including, but not limited to, education, licenses, certifications, and years of experience, are detailed in each team member's resume found on the following pages.

Robert E. Kegan, Jr.

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

With an impeccable career in the construction industry, Mr. Kegan has experience with Building Department Administration. Over the past 30 years, Mr. Kegan has been dedicated to working with several cities and counties throughout Florida. During his tenure, Mr. Kegan has served in the capacity of Building Official, Inspector, Plans Examiner, and Code Enforcement Officer. Most recently, Mr. Kegan retired from Sumter County Building Department where he served as the Building Official for the past five years.

Over the course of his career, Mr. Kegan has been responsible for the plan review and inspection of hundreds of residential and commercial projects.

Municipal Experience:

- ◆ **Sumter County, Bushnell, FL** - Building Official, Inspector, Plans Examiner
- ◆ **City of Mount Dora, Mt. Dora, FL** - Building Official, Fire Inspector
- ◆ **City of Parkland, Parkland, FL** - Building Official, Volunteer Fire-fighter
- ◆ **City of Tamarac, Tamarac, FL** - Deputy Building Official
- ◆ **City of Coral Springs, Coral Springs, FL** - Building Inspector
- ◆ **City of Plantation, Plantation, FL** - Building Inspector
- ◆ **Town of Palm Beach, Palm Beach, FL** - Plans Examiner
- ◆ **City of Bradenton Beach, Bradenton Beach, FL** - Building Official
- ◆ **City of Gulfport, Gulfport, FL** - Multi-Certified Inspector & Plans Examiner
- ◆ **City of Treasure Island, Treasure Island, FL** - Building Official
- ◆ **City of Inverness, Inverness, FL** - Building Official
- ◆ **City of Cedar Key, Cedar Key, FL** - Building Official
- ◆ **City of Coleman, Coleman, FL** - Building Official
- ◆ **City of Belleview, Belleview, FL** - Building Official

**Building, Code Administrator
Inspector, Plans Examiner
Fire Inspector/Plans Examiner
Contractor**

Years of Experience: 30+

EDUCATION:

Florida State Fire College

Barry University, N. Miami

Broward Community College

Daytona Beach Community College
of Architecture

STATE OF FLORIDA LICENSES:

Building Official, BU92

Standard Inspector, BN237

Standard Plans Examiner, PX115

Fire Inspector/Plans Examiner,
84162

Certified General Contractor,
CGC027755

License information obtained from
www.myfloridalicense.com

Licensee Details

Licensee Information

Name: **KEGAN, ROBERT E JR (Primary Name)**
(DBA Name)

License Information

License Type: **Building Code Administrator**
Rank: **Building Code A**
License Number: **BU92**
Status: **Current,Active**
Licensure Date: **03/15/1994**
Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
Standard

License Information

License Type: **Standard Plans Examiner**
Rank: **Plans Examiner**
License Number: **PX115**
Status: **Current,Active**
Licensure Date: **03/15/1994**
Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Building
Electrical
Mechanical
Plumbing

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN237**
Status: **Current,Active**
Licensure Date: **03/15/1994**
Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Building
Commercial Electric
Mechanical
Plumbing
Residential Electric

Branko Dimovski

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Working for more than 30 years in the construction industry, Mr. Dimovski has gained comprehensive experience in the commercial and residential construction field. Mr. Dimovski has carried out the role of various positions range from Building Official to Plans Examiner and Inspector for various cities and counties. Working with many different government agencies has allowed Mr. Dimovski to progressively increase his construction experience and understanding of the Florida Building Code.

Municipal Experience:

- ♦ **Marion County**, Ocala, FL - Building Plans Examiner & Inspector, 1&2 Family Inspector for the County including, but not limited to, the Town of McIntosh
- ♦ **Orange County**, Orlando, FL - Building Plans Examiner & Inspector
- ♦ **Pasco County**, New Port Richey, FL
- ♦ **Hernando County**, Brooksville, FL - Building Inspector for the County including the City of Spring Hill
- ♦ **City of Tampa**, Tampa, FL - Building Plans Examiner & Inspector
- ♦ **City of Clearwater**, Clearwater, FL - Building Inspector
- ♦ **City of St. Petersburg**, St. Petersburg, FL - Building Inspector for the City. Also performed Threshold Inspection Services for special projects
- ♦ **Sumter County**, Bushnell, FL - Building Inspector for the County including, but not limited to, the City of Webster
- ♦ **Citrus County**, Inverness, FL - Building Plans Examiner & Inspector
- ♦ **Lake County**, Tavares, FL - Building Plans Examiner & Inspector
- ♦ **City of Mascotte**, Mascotte, FL - Building Plans Examiner & Inspector
- ♦ **City of Groveland**, Groveland, FL - Building Plans Examiner & Inspector
- ♦ **City of Minneola**, Minneola, FL - Building Plans Examiner & Inspector
- ♦ **Town of Eatonville**, Eatonville, FL - Building Plans Examiner & Inspector
- ♦ **City of Crystal River**, Crystal River, FL - Building Plans Examiner & Inspector

**Building Code Administrator
Building, Coastal Construction &
1&2 Family Inspector,
Building & 1&2 Family
Plans Examiner**

Years of Experience 30+:

STATE OF FLORIDA LICENSES

Building Code Administrator, BU1637

Standard Inspector, BN3394

Standard Plans Examiner, PX1647

Standard 1&2 Family Plans

Examiner, SFP113

Certified General Contractor,
CGC034800

ICC LICENSES

Certified Building Official, 5181320-
CB

Residential Combination Inspection,
5181320-RS

Building Plans Examiner, 5181320-
B3

Building Inspector, 5181320-B5

Coastal Construction and Floodplain
Inspector, 5181320-C1

Licensing information obtained at
www.myfloridalicense.com

Licensee Details

Licensee Information

Name: **DIMOVSKI, BRANKO** (Primary Name)

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX1647**

Status: **Current,Active**

Licensure Date: **10/05/1999**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Building

License Information

License Type: **Standard 1 and 2 Family Dwelling Plans SFP**

Rank: **Std 1&2 Fam Exa**

License Number: **SFP113**

Status: **Current,Active**

Licensure Date: **11/21/2002**

Expires: **11/30/2015**

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN3394**

Status: **Current,Active**

Licensure Date: **12/18/1998**

Expires: **11/30/2015**

Special Qualifications **Qualification Effective**

Building

Coastal Construction **07/16/2002**

1&2 Family Dw

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU1637**

Status: **Current,Active**

Licensure Date: **10/28/2008**

Expires: **11/30/2015**

Allen R. Luzader

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Mr. Luzader has more than 10 years of experience within all facets of the construction industry and has worked with different cities within the State of Florida throughout his career. Mr. Luzader has conducted residential technical field inspections in the disciplines of building, electrical, mechanical, and plumbing assuring that the work complies with all applicable codes.

Municipal Experience:

- ◆ **Gilchrist County**, Trenton, FL - Building County
- ◆ **City of Largo**, Largo, FL - 1&2 Family Dwelling Inspections
- ◆ **City of Gulfport**, Gulfport, FL - 1&2 Family Dwelling Inspections
- ◆ **City of Bradenton Beach**, Bradenton Beach, FL - 1&2 Family Dwelling Inspections
- ◆ **City of Anna Maria**, Anna Maria, FL - Building Official and 1&2 Family Dwelling Inspections
- ◆ **Village of Wellington**, Wellington, FL - 1&2 Family Dwelling Inspections
- ◆ **City of Treasure Island**, Treasure Island, FL - 1&2 Family Dwelling Inspections
- ◆ **City of Venice**, Venice, FL - 1&2 Family Dwelling Inspections
- ◆ **City of Key West**, Key West, FL—1&2 Family Dwelling Inspections

Professional Experience:

- ◆ **Gilchrist County Courthouse**, Trenton, FL— Renovation of existing building and construction of addition.

1 & 2 Family Dwelling Inspector
Certified Residential Contractor

Years of Experience: 10+

STATE OF FLORIDA LICENSES:

Standard Inspector, BN3890

Certified Residential Contractor,
CRC1328419

Licensing information obtained at
www.myfloridalicense.com

Licensee Details

Licensee Information

Name: **LUZADER, ALLEN R (Primary Name)**
(DBA Name)

License Information

License Type: **Standard Inspector**
Rank: **Inspector**
License Number: **BN3890**
Status: **Current,Active**
Licensure Date: **07/21/2000**
Expires: **11/30/2015**

Special Qualifications **Qualification Effective**
1&2 Family Dw

Dallas Riker

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Although relatively new to the FMS family, Mr. Riker has resulted in an invaluable asset to the firm. Mr. Riker carries out the role of permit technician for several cities and has gained extensive knowledge of several permitting softwares. His responsibilities include, but not limited to, schedule and coordinate inspections, in-take plans and applications in addition to verify permit applications are complete. Property owners and contractors enjoy working with Mr. Riker because of his ability to empathize and his ability to working with others.

Mr. Riker understands the needs of the contractors and property owners and is able to answer questions and assist with completing applications and other required forms.

Municipal Experience:

- ◆ **City of Cedar Key**, Cedar Key, FL
- ◆ **City of Chiefland**, Chiefland, FL
- ◆ **City of Dunnellon**, Dunnellon, FL
- ◆ **City of Fanning Springs**, Fanning Springs, FL
- ◆ **City of Williston**, Williston, FL
- ◆ **City of Coleman**, Coleman, FL

**Permit Technician/
Customer Service**

Years of Experience:12

EDUCATION:

**Associates Degree, Computer
Drafting, ITT**

Tab 4
References

Company Project Experience

**Florida Municipal
Services, Inc.**

*Building Department
Services and Solutions*

Since its establishment in 2008, FMS has been dedicated exclusively to providing commercial and residential inspection and plan review services to cities and counties throughout Florida. The following is a list of projects FMS has been awarded in the past five years.

City/County	Dates of Service	Responsibilities	Contact Person
BELLEAIR, Town of	10/7/14 - 10/06/16	As needed plan review, inspection and building official services	JP Murphy 727.588.3769
CEDAR KEY, City of	2/13/13 - 05/31/16	Building department services in addition to fire plan review and inspection services	Bill Robertson 352-543-5192
CHIEFLAND, City of	4/8/13 - 04/07/16	Building department services in addition to fire plan review and inspection services	Mary Elzey 352-493-6711
COLEMAN, City of	3/18/12 - 3/17/16	Complete building department services	Akiko Teagle 352-748-1017
DUNNELLON, City of	5/20/10 - ongoing	Plan review and inspection services	Teresa Malmberg 352-465-8503
FANNING SPRINGS, City of	3/11/10 - ongoing	Plan review and inspection services in addition to fire plan review and inspection services	Sheila Watson 352-463-2855
REDINGTON BEACH, Town of	4/1/15 - 04/01/17	Plan review and inspection services	Missy Clark P: 727.391.3875
INVERNESS, City of	10/1/12 - ongoing	Plan review and inspection services	Dale Malm 352-726-2611
NORTH REDINGTON BEACH, Town of	4/1/15 - 04/01/17	Plan review and inspection services	Mari Campbell P:727.391.4848
WILLISTON, City of	3/2/12 - 03/24/16	Plan review and inspection services in addition to fire plan review and inspection services	Scott Lippmann 352-528-3060

Tab 5

Previous Work Experience

Previous Work Experience

Florida Municipal
Services, Inc.

*Building Department
Services and Solutions*

FMS has dedicated its resources on exceeding the expectations of clients and is committed to providing excellent customer service. Our commitment to service has allowed us to assist municipalities with a wide range of services. Services include:

- ◆ **Establishment of Building Department Services** - Services include, but are not limited to, development of ordinances, drafting extensive Fee Schedules, creating departmental forms, as well as implementing and training of new computer systems. A building official, plans examiners, inspectors and permit technician(s) are provided to effectively operate the building department.
- ◆ **Complete Building Department Services** - A building official is provided to oversee the overall administration of the department. Licensed staff is provided to perform plans review and inspection services, and permit staff. Services are provided either on a percentage of fees or hourly basis.
- ◆ **Supplemental Building Department Services** - Services range from as-needed, on-call to meet daily needs, to long-term consistent coverage for building officials, plans examiners, inspectors, office managers, permit technicians, and code enforcement officers.
- ◆ **Plan Review and Inspection Services for Special Projects** - Plans review and inspection services are provided for special projects such as hotels, retail centers, and housing developments. This provides developers, contractors and owners prompt and efficient services, but does not require the building department to hire additional staff for short-term projects.
- ◆ **Emergency Services**
- ◆ **Disaster Assessment Services**
- ◆ **Code Compliance Services**
- ◆ **Public Works Inspections**
- ◆ **Planning and Zoning Services**
- ◆ **Construction Management Services**
- ◆ **Code Enforcement Services**

Examples of services provided are detailed on the following pages.

Previous Work Experience



Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Supplemental Building Department Services

City of Dunnellon, Dunnellon, FL

Dates of service: 2010 - on-going

After exploring other options, the City found that FMS efficiently fulfilled their need for building department services. Since 2010, FMS has inspected and reviewed thousands of residential and commercial properties for compliance with State, City, County and local codes. The contract has continuously been renewed due to the superior level of service provided and our ability to better understand the City's requirements and tailor our services accordingly. Working with the City for past several years, has allowed us to create a rapport with City staff, homeowners, contractors, developers and property owners.

Other agencies:

Williston County, 2013 - 2016

City of Cedar Key, 2013 - 2016

City of Chiefland, 2013 - 2016

Town of Belleair, 2014 - 2016

Establishment of Building Department Services

Town of Redington Beach, 2015 - 2017

Town of North Redington Beach, 2015 - 2017

City of Coleman, 2012 - 2016

City of Fanning Springs, 2010 - ongoing

Complete Building Department Services

City of Coleman, 2012 - 2016

Tab 6

Riverfront and Waterway Building Experience

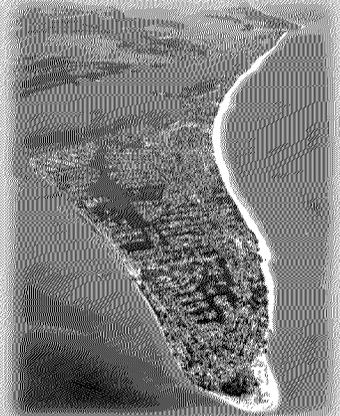
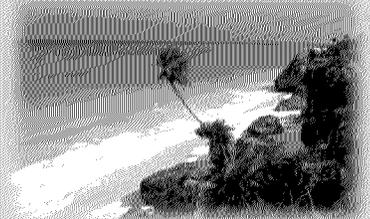
Riverfront & Waterway Experience

Florida Municipal
Services, Inc.

*Building Department
Services and Solutions*

FMS has experience working with riverfront and waterway communities and the special requirements associated. In addition to the City, FMS and M.T. Causley have also assisted the following communities:

- ◆ City of Anna Maria
- ◆ City of Bradenton Beach
- ◆ City of Boca Raton
- ◆ City of Cedar Key
- ◆ City of Coral Gables
- ◆ City of Dunnellon
- ◆ City of Fanning Springs
- ◆ City of Inverness
- ◆ City of Key West
- ◆ City of Largo
- ◆ City of Marathon
- ◆ City of Miami
- ◆ City of Miami Beach
- ◆ City of North Miami Beach
- ◆ City of North Bay Village
- ◆ City of Stuart
- ◆ City of Treasure Island
- ◆ City of West Palm Beach
- ◆ Palm Beach County
- ◆ Town of Belleair
- ◆ Town of Jupiter
- ◆ Town of Juno Beach
- ◆ Town of Palm Beach
- ◆ Town of Redington Beach
- ◆ Town of North Redington Beach
- ◆ Village of Islamorada
- ◆ Village of Palmetto Bay
- ◆ Village of Tequesta



Tab 7

Cost

Cost

Florida Municipal
Services, Inc.

Building Department
Services and Solutions

Percentage Breakdown:

Although the RFP states that the cost for providing services on behalf of the City will be 100% of the fees collected, FMS would like to suggest the following percentage breakdown:

- ◆ For permit fees up to \$100,000.00, FMS will be compensated 90% of each permit fee.
- ◆ For permit fees equal to and greater than \$100,001.00, FMS will be compensated 85% of each permit fee.

Code Enforcement Services:

FMS will be compensated \$35 per hour for services rendered during regular business hours.

Additional Services

In the event a permit holder request services beyond normal business hours, including but not limited to, weekends, holidays and after hours, services will be billed additionally based on a mutually agreed upon hourly rate payable by the permit holder.

Fee Schedule:

FMS proposes to utilize the Fee Schedule found on the following pages that is currently in place.

SCHEDULE 'A'
CITY OF DUNNELLON

Building Fee Schedule

- I. All new construction, alterations, remodeling, renovations, etc., requiring a building permit shall pay fees as follows, subject to a minimum fee requirement of \$120.00:
- | | |
|---------------------------------|---|
| A. Standard Construction | Residential Construction: 1% of construction costs
Commercial Construction: 1.5% of construction costs*
*Estimated permit fees over \$1,000.00 value subject to 25% permit fees due at time of submittal. Non-refundable |
| B. Plan Review | \$25.00 First two (2) hours
\$15.00 each additional hour |
| C. Mobile Homes | 1% cost of home plus separate permits for trades |
| D. Lawn Irrigation & Fence only | \$100.00 flat fee |
| E. Demolition Permits | 1% of contract amount or \$100.00 per thousand square feet, whichever is greater |
| F. Administration Fee | \$50.00 |
- II. Fees for re-inspection, re-permitting, time extensions, and miscellaneous fees shall be as follows:
- A. A re-inspection fee of \$50.00 shall be charged for all re-inspections that result from the work on a Corrective Action Notice not being completed, inspection called for before the work is done, and other re-inspections. If further re-inspections are required for the same Corrective Action Notice, the fees shall be: \$75.00 for the second re-inspection; \$150.00 for each subsequent re-inspection. All re-inspection fees shall be paid prior to re-inspection.
- B. Re-permitting fees shall be the full permit fee, except for projects lacking only a final inspection; said fee shall be \$120.00.
- C. Extensions: \$50.00** (two maximum, up to 90 days each)
****Application must be made prior to permit expiration date.**
- | | |
|--|---|
| D. Revision to approved plans: | \$75.00 plus \$0.25 per square foot of revised area |
| E. Replacement permit inspection card: | \$25.00 |
| F. Certification of additional plans: | \$75.00 per set |
| G. Occupational Inspection – Change of Type Occupancy: | \$75.00 |
| H. Change of Contractor: | \$50.00 |
| I. Certificate of Occupancy: | \$50.00 |

- III. Other permits not listed above: Standard Construction fees apply
- IV. After the fact permits: Double permit fees

Planning Fees:

A.	Voluntary Annexation	\$500.00
B.	Re-Zoning	\$500.00
C.	Small Scale Comp. Plan Amendment (≤ 10 acres)	\$1,200.00
D.	Large Scale Comp. Plan Amendment (> 10 acres)	\$2,500.00
E.	Variance	\$500.00
F.	Special Exception Use	\$750.00
G.	Vacation of Plat	\$750.00
H.	Abrogation	\$750.00
I.	Concurrency Application	\$1,000.00
J.	Developer's Agreement	\$6,000.00
K.	Amendment to Developer's Agreement	\$3,000.00
L.	Site Plan	
	i. First 10,000 square feet	\$250.00
	ii. Each additional 10,000 square feet or portion thereof	\$150.00 (maximum \$2,500.00)
M.	Minor Site Plan (improvements to existing site)	\$500.00
N.	Subdivisions	
	i. Pre-Conceptual Plan	\$300.00
	ii. Preliminary Plat	
	• First 15 lots	\$250.00
	• 16 lots or more	\$500.00
	• Plus – per lot or parcel	\$25.00
	iii. Improvement (Construction) Plan Review	\$600.00
	• Plus – per 100 feet of roadway	\$30.00
	iv. Final Plat	
	• First 15 lots	\$250.00
	• 16 lots or more	\$500.00
	• Plus – per lot or parcel	\$25.00
	v. PUD (Required if Site Plan Approval was not part of the PUD Comp. Plan Amendment)	\$2,500.00
O.	Admin. Appeal to the City Council	\$250.00
P.	D.R.I.	\$15,500.00
Q.	Written Zoning Verification	\$50.00
R.	Administration Permit Fee	\$50.00
S.	Contractor Registration	\$20.00

Fees Are Due Upon Submittal And Are Non-Refundable, Unless The Application Is Withdrawn In Writing, Within Five (5) Business Days Of Submittal (Not Including City-Observed Holidays), Unless Otherwise Approved By The City Manager Or By Majority Vote Of The City Council.

Zoning Fees:

A.	Change of Occupant/Occupancy	
i.	Fire Code Inspection	
a)	Less than or equal to 1,000 sq. ft.	\$65.00
b)	1,001 - 3,000 sq. ft.	\$85.00
c)	3,001 or greater sq. ft.	\$100.00 + \$0.01 per sq. ft.
ii.	Building Code Inspection	\$75.00
iii.	Water Department Grease Trap Insp.*	\$30.00
iv.	Water Department Backflow Valve Insp.*	\$30.00
B.	Annual Fire Inspection	
i.	Fire Code Inspection	
a)	Less than or equal to 1,000 sq. ft.	\$65.00
b)	1,001 - 3,000 sq. ft.	\$85.00
c)	3,001 or greater sq. ft.	\$100.00 + \$0.01 per sq. ft.
C.	Daily Use (Seasonal 30 day term or Annual 365 day term)	
i.	Permit Fee	\$100.00
i.	Fire Code Inspection	
a)	Less than or equal to 1,000 sq. ft.	\$65.00
b)	1,001 - 3,000 sq. ft.	\$85.00
c)	3,001 or greater sq. ft.	\$100.00 + \$0.01 per sq. ft.
iii.	Tent Permit Fee	\$100.00
iv.	Sign	\$100.00
D.	Home Occupation**	\$100.00
E.	Not For Profit Funds Solicitation Permit	\$0.00
F.	Public Use	\$100.00
i.	Refundable Trash Deposit	\$300.00
G.	Right of Way	\$100.00
H.	Sign	\$100.00
I.	Special Event	
i.	Permit Fee	\$100.00
ii.	Tent	\$100.00
iii.	Refundable Trash Deposit	\$300.00
iv.	Special Event Vendor Permit	\$30.00
J.	Certificate of Appropriateness	\$100.00
K.	Tent / Inflatable for use with another Zoning Permit	\$100.00
i.	Fire Code Inspection	
a)	Less than or equal to 1,000 sq. ft.	\$65.00
b)	1,001 - 3,000 sq. ft.	\$85.00
c)	3,001 or greater sq. ft.	\$100.00 + \$0.01 per sq. ft.
ii.	Refundable Trash Deposit	\$300.00

L.	Tent / Inflatable – Stand Alone Permit	\$100.00
i.	Fire Code Inspection	
a)	Less than or equal to 1,000 sq. ft.	\$65.00
b)	1,001 - 3,000 sq. ft.	\$85.00
c)	3,001 or greater sq. ft.	\$100.00 + \$0.01 per sq. ft.
ii.	Refundable Trash Deposit	\$300.00
M.	Lien Search	\$50.00 first 2 hours due upon submittal \$25.00 each additional hour or part thereof
N.	After the Fact Permit (Failure to Comply)	Double Permit Fee
O.	Administrative Fee	\$50.00

*In accordance with and subject to separate City of Dunnellon Utility Fee Resolution

**Upon adoption of City of Dunnellon Ordinance #ORD2011-11

Fire Department Fees:

A.	Fire safety inspection for facilities 1,000 sq. ft. or less not to exceed two (2) hours inspection time	\$65.00
B.	Fire safety inspection for facilities 1,001 – 3,000sq. ft. not to exceed two (2) hours inspection time	\$85.00
C.	Fire safety inspection for facilities greater than 3,001 sq. ft. not to exceed two (2) hours inspection time	\$100.00 + \$0.01 per sq. ft.
D.	Annual fire safety inspection fee Provided no changes have been made to size & floor plan (This includes Class ‘C’ Mercantile businesses who either lease or sublease a room or portion of a room and who pass an annual inspection)	\$50.00
E.	Installation or removal of fuel storage tanks and dispensers:	
i.	Initial tank or dispenser	\$85.00
ii.	Each additional tank or dispenser	\$35.00
F.	Fire alarm inspection	\$85.00
G.	Fire sprinkler system:	
i.	Initial system riser	\$250.00
ii.	Each head	\$0.75
H.	Fire extinguishing system (other than fire sprinklers):	
i.	Initial system	\$85.00
ii.	Each head	\$10.00
I.	Liquefied petroleum gas refilling	\$85.00
J.	Flammable/Combustible liquids spray booth	\$85.00

K.	Standpipe systems (wet/dry)	\$85.00
L.	Cryogenic tank	
	i. One (1) – three (3) tanks	\$85.00
	ii. Each additional tank	\$45.00
M.	Storage of hazardous substances	
	i. One (1) – three (3) tanks	\$85.00
	ii. Each additional tank	\$55.00
N.	Re-inspection fee for each additional trip where the previous inspection was ordered for information purposes only. This includes phone consultations. All assessed re-inspection fees must be paid prior to issuance of a Certificate of Occupancy	\$35.00
O.	Complaint Response for Fire Inspection	
	i. Founded	\$100.00
	ii. Founded Serious	\$200.00
	iii. Repeat Complaints	Triple original fee

Additional Fee Schedule For Class A and Class B Mercantile and Assembly Facilities:

A.	A rate of twenty-five percent (25%) of the regular building permit fees adopted by the City Council for new construction. This fee includes one consultation with the builder/architect and one final inspection prior to occupancy.	\$75.00 minimum
	Additional consultations or inspections	
	Two (2) hour minimum - Plan review not included	\$35.00 per hour

Fee Schedule Plans Review:

A.	Commercial plans review	
	i. First two (2) hours	\$75.00
	ii. Each additional hour	\$35.00

Failure to comply with above fee schedule

Double Permit Fees

All City of Dunnellon Permits/Fees Are Subject to Recovery of Costs Incurred which may include, but are not limited to: attorney costs, engineering costs, and advertising costs.

All City of Dunnellon Permits/Fees are subject to an Administrative Fee as listed.

Tab 8

Code Enforcement Experience

Code Enforcement Services

**Florida Municipal
Services, Inc.**

*Building Department
Services and Solutions*

FMS will designate a code enforcement officer with the goal of protecting property rights and land value, ensuring health and safety, and encouraging citizens to observe and maintain a higher quality of life.

Staff will be responsible for investigating alleged violations and validating complaints and enforcing compliance with the City's codes and regulations. Staff will also be responsible for providing prosecutorial services before a special magistrate.

FMS and M.T. Causley's combined efforts assist the following municipalities with code enforcement services:

- ◆ City of Marathon
- ◆ Monroe County
- ◆ Village of Palmetto Bay
- ◆ City of Homestead

Cost associated with code enforcement services is found in Tab 7, Cost.

Tab 9

Supervision and Turnaround

Supervision and Turnaround

Walter Brown has been designated as the project manager for the City. Mr. Brown will maintain a clear line of communication with the City Manager to ensure the City's needs are met and that FMS is exceeding customer satisfaction.

Additionally, Mr. Brown will routinely meet with the designated staff to discuss ways services can be optimized. Arrangements will be made to ensure proper coverage is provided in the event of vacations or training seminars. Furthermore, Mr. Brown will ensure staff's certifications are current and that staff is performing services within the realm of their certifications.

Turnaround time for plan checks

The following chart describes FMS's turn-around time for plan checks.

Type of Job	Turnaround Time First Check	Turnaround Time Re-check
Residential		
New Construction	<u>3 working days</u>	<u>2 working days</u>
Addition	<u>3 working days</u>	<u>2 working days</u>
Remodel	<u>3 working days</u>	<u>2 working days</u>
Non-Residential		
New Construction	<u>5 working days</u>	<u>5 working days</u>
Addition	<u>5 working days</u>	<u>5 working days</u>
Remodel	<u>5 working days</u>	<u>5 working days</u>

Tab 10
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. dba T.R. Jones & Co. 1780 N Krome Ave Homestead FL 33030	CONTACT NAME: Maria Dewar-Woolcock PHONE (A/C, No, Ext): (305) 247-5121 E-MAIL ADDRESS: mwoolcock@bbinsfl.com	FAX (A/C, No): (305) 248-8543
	INSURER(S) AFFORDING COVERAGE	
INSURED Florida Municipal Services, Inc. 18001 Gulf Blvd Redington Shores FL 33708	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: Transportation Insurance Company 20494	
	INSURER C: Commerce and Industry Insurance Co 19410	
	INSURER D: Comp Options Insurance Company 10834	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			C5095130196	2/28/2015	2/28/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY			C5095130974	2/28/2015	2/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB			EBU068404683	2/28/2015	2/28/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	DED	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWC1000531	6/7/2015	6/7/2016	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Dunnellon 20750 River Drive Dunnellon, FL 34431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE T Jones Jr./CARKNO

© 1988-2014 ACORD CORPORATION. All rights reserved.

Tab 11
Required Forms

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO
ADMINISTER OATHS.**

1 This sworn statement is submitted to the CITY OF DUNNELLON by

(Print individual's name and title)

for Florida Municipal Services

(Print name of entity submitting sworn statement) whose business address is 6171 S Royal Drive

Homosassa, FL 34448

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (ATTACH A COPY OF THE FINAL ORDER).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR A CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 29 day of October

2015

Personally known

Or produced identification

Notary Public-State of

My commission expires

(Printed, typed, or stamped name of notary public.)

Bonded Thru Budget Notary Services

NON-COLLUSION AFFIDAVIT

State of Florida County of Citrus

Before me, the undersigned authority, personally appeared Walter F. Brown after being by me first duly sworn, deposes and says of his/her personal knowledge that: who,

a. He/She is President of Florida Municipal Services the proposer that has submitted a proposal to perform work for the following: Building Inspection Services for Residential & Commercial Properties
RFP No.: 2015-06 Title: Commercial Properties

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation. Such proposal is genuine and is not a collusive or sham proposal.

c. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with the solicitation and contract for which the attached proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Walter F. Brown
(Signature)
Sworn to and subscribed before me this 29 day of October 2015.

Personally known

Or produced identification

Notary Public-State of FLORIDA

My commission expires NOV 01 2014

ROBERT ALBARRAN
MY COMMISSION # EE 020768
EXPIRES NOV 01 2014
(Printed Name of Notary Public.)
Denies These Budget Notary Services

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms must disclose if any City of Dunnellon elected officials, employee(s), or board members is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____ NO X _____

NAME(S)

POSITION(S)

Name of Firm

Florida Municipal Services

Signature

Melba L. ...

INDEMNIFICATION

The successful proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful proposer or its employees, agents, servants, partners, or principals.

The successful proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon.

The successful proposer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the successful proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.



Signature (Provider Representative)

President

Title

Walter F. Brown

Printed Name (Provider Representative)

Florida Municipal Services

Company Name

October 29, 2015

Date

Tab 12
Financials

**FLORIDA MUNICIPAL SERVICES INC
STATEMENT OF REVENUES AND EXPENSES
INCOME TAX BASIS**

	Twelve Months Ended December 31, 2014		Twelve Months Ended December 31, 2013	
	\$	%	\$	%
Sales				
SALES	117,553.36	100.00	218,036.94	100.00
Less Returns & Allowances	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Sales	<u>117,553.36</u>	<u>100.00</u>	<u>218,036.94</u>	<u>100.00</u>
Gross Profit	<u>117,553.36</u>	<u>100.00</u>	<u>218,036.94</u>	<u>100.00</u>
Operating Expenses				
ADVERTISING/PROMOTIONAL	154.62	0.13	0.00	0.00
BANK CHARGES	44.36	0.04	68.30	0.03
CONTRACT LABOR	0.00	0.00	35.00	0.02
CONTRIBUTIONS & DONATIONS	0.00	0.00	774.50	0.36
DEPRECIATION	2,568.12	2.18	4,951.72	2.27
DUES & SUBSCRIPTIONS	120.00	0.10	150.00	0.07
RENTAL EQUIPMENT	0.00	0.00	685.53	0.31
POSTAGE	72.41	0.06	356.33	0.16
GENERAL INSURANCE	5,064.43	4.31	3,597.82	1.65
VEHICLE INSURANCE	0.00	0.00	207.04	0.09
INTERNET EXPENSE	0.00	0.00	1,704.86	0.78
LEGAL & ACCOUNTING	400.00	0.34	625.00	0.29
OFFICE SUPPLIES	594.08	0.51	6,873.73	3.15
OPERATING SUPPLIES	207.81	0.18	0.00	0.00
MEALS & ENTERTAINMENT	89.52	0.08	162.84	0.07
WAGES & SALARIES	55,393.46	47.12	4,845.00	2.22
OFFICERS SALARIES	32,222.28	27.41	54,254.12	24.88
TAXES - FICA	0.00	0.00	4,521.09	2.07
TAXES - SUTA	0.00	0.00	477.35	0.22
TAXES - FUTA	0.00	0.00	113.07	0.05
TAXES & LICENSES	273.75	0.23	556.20	0.26
TELEPHONE	2,342.43	1.99	3,182.53	1.46
UTILITIES	1,036.42	0.88	0.00	0.00
TRAVEL	325.00	0.28	9,946.00	4.56
VEHICLE EXPENSE	4,701.96	4.00	4,168.66	1.91
TRAINING & SEMINARS	29.96	0.03	187.00	0.09
MISCELLANEOUS EXPENSE	<u>415.25</u>	<u>0.35</u>	<u>0.00</u>	<u>0.00</u>
Total Operating Expenses	<u>106,055.87</u>	<u>90.22</u>	<u>102,443.69</u>	<u>46.98</u>
Operating Income (Loss)	<u>11,497.49</u>	<u>9.78</u>	<u>115,593.25</u>	<u>53.02</u>
Other Income (Expense)				
Net Income (Loss) Before Taxes	<u>11,497.49</u>	<u>9.78</u>	<u>115,593.25</u>	<u>53.02</u>

Restricted for Management's Use Only

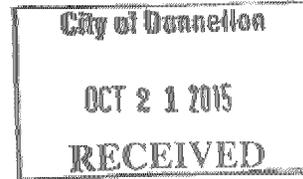
**FLORIDA MUNICIPAL SERVICES INC
STATEMENT OF REVENUES AND EXPENSES
INCOME TAX BASIS**

	Twelve Months Ended December 31, 2014	%	Twelve Months Ended December 31, 2013	%
Net Income (Loss)	<u>\$ 11,497.49</u>	<u>9.78</u>	<u>\$ 115,593.25</u>	<u>53.02</u>

Restricted for Management's Use Only

AFFIDAVIT OF PUBLICATION

Star-Banner
Published – Daily
Ocala, Marion County, Florida



STATE OF FLORIDA
COUNTY OF MARION

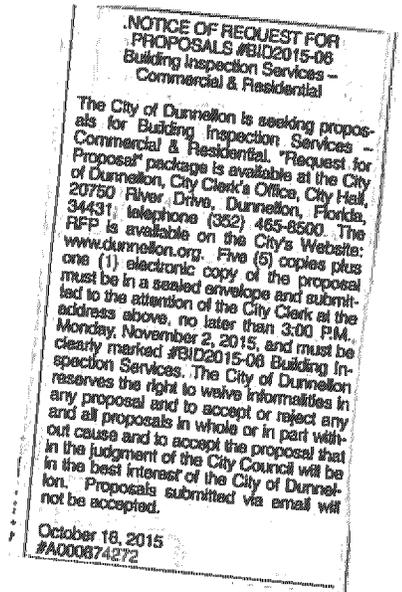
Before the undersigned, a Notary Public of Said County and State, Harmeny Miller who on oath says that they are an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of

NOTICE OF REQUEST FOR PROPOSALS #BID2015-06 Building Inspection Services Commercial & Residential The City of Dunnellon is seeking proposals for Building Inspection Services Commercial & Residential. Request for Proposal package is available at th

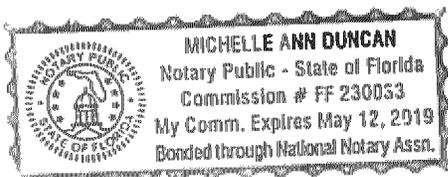
was published in said newspaper in the issues of:

10/16 1x

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala 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 has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 16th day of October, A.D., 2015



Michelle Ann Duncan
Notary Public
Michelle Ann Duncan
(Print, Type or Stamp Name of Notary Public)

Ad #: A000874272

Star-Banner

CLASSIFIED ADVERTISING

2121 SW 19th Ave Rd, Ocala, FL 34474
352.732.9565 fax: 352.867-4126

CLASSIFIED ADVERTISING RECEIPT

CITY OF DUNNELLON-330
N/A
20750 RIVER DR

Dunnellon, FL 34431

Account: 100400
Phone: (352)465-8500
P.O. #:
Ad Taken By: 0050
Receipt printed: 10/14/2015

Order Number	Class Number	Start Run	End Run	Run Times	Lines	Description
A000874272	0001	10-16-15	10-16-15	2	31	NOTICE OF REQUEST FOR PROPOSALS #BID2015-06 Building Inspection Services Commercial & Residential The City of Dunnellon is seeking proposals for Building Inspection Services Commercial & Residential. Request for Proposal package is available at th

Payment Detail	Pay Date	Type	Card or Check #	Card	Exp	Amount
Current Payment						
Order Price						\$ 64.48
Total Payments						\$ 0.00
Balance						\$ 64.48

Ocala Star Banner
(352) 732-9565 Classified (352) 867-4010 Credit
<http://www.starbanner.com>

Ocala Star Banner's Copy

CITY OF DUNNELLON-330
N/A
20750 RIVER DR

Dunnellon, FL 34431

Account: 100400
Phone: (352)465-8500
P.O. #:
Ad Taken By: 0050
Receipt printed: 10/14/2015

Order Number	Class Number	Start Run	End Run	Run Times	Lines	Description
A000874272	0001	10-16-15	10-16-15	2	31	NOTICE OF REQUEST FOR PROPOSALS #BID2015-06 Building Inspection Services Commercial & Residential The City of Dunnellon is seeking proposals for Building Inspection Services Commercial & Residential. Request for Proposal package is available at th

Payment Detail	Pay Date	Type	Card or Check #	Card	Exp	Amount
Current Payment						
Order Price						\$ 64.48
Total Payments						\$ 0.00

Balance	=	\$ 64.48
----------------	----------	-----------------

October 14, 2015

TO: Ocala Star Banner, Legal Ads

Please publish the following legal ad in the legal ad section of your newspaper on Friday, October 16, 2015. Please provide proof prior to publication and proof of publication:

**NOTICE OF REQUEST FOR PROPOSALS #BID2015-06
Building Inspection Services – Commercial & Residential**

The City of Dunnellon is seeking proposals for Building Inspection Services – Commercial & Residential. "Request for Proposal" package is available at the City of Dunnellon, City Clerk's Office, City Hall, 20750 River Drive, Dunnellon, Florida, 34431; telephone (352) 465-8500. The RFP is available on the City's Website: www.dunnellon.org. Five (5) copies plus one (1) electronic copy of the proposal must be in a sealed envelope and submitted to the attention of the City Clerk at the address above, no later than 3:00 P.M., Monday, November 2, 2015, and must be clearly marked #BID2015-06 Building Inspection Services. The City of Dunnellon reserves the right to waive informalities in any proposal and to accept or reject any and all proposals in whole or in part without cause and to accept the proposal that in the judgment of the City Council will be in the best interest of the City of Dunnellon. Proposals submitted via email will not be accepted.

Thank you,
Teresa Malmberg
Community Development
City of Dunnellon

City of Dunnellon, Florida



**REQUEST FOR PROPOSALS
BID #2015-06**

**BUILDING INSPECTION SERVICES FOR
RESIDENTIAL AND COMMERCIAL PROPERTIES**

**PROPOSAL SUBMISSION DEADLINE:
MONDAY, NOVEMBER 2, 2015
3:00 P.M. E.S.T.**

CITY OF DUNNELLON
REQUEST FOR PROPOSALS
BUILDING PERMITTING AND INSPECTION SERVICES

In order to provide the highest possible level of customer service to property owners and contractors and to provide for locally-based building inspections, the City is asking for comparative bids to assure we will continue to provide an excellent level of service as our area grows.

The City of Dunnellon will accept sealed proposals from qualified firms interested in providing Building Permitting and Inspection Services and other related services. The successful firm shall be expected to expeditiously perform the necessary tasks included in the specifications and must have the capacity to handle multiple projects concurrently. Preference will be given to a firm which also can offer code enforcement services. The successful firm will provide services on an as needed basis throughout the term of the Agreement. The term for the contract will be for two (2) years with options to renew for additional two-year terms.

Proposals may be submitted in person at the Office of the City Clerk, or via U. S. mail or courier service, c/o Office of the City Clerk, 20750 River Drive, Dunnellon, FL 34432. Sealed packages must be plainly marked on the outside as "BID#2015-06, "Building Inspection Services Proposal," along with the firm's name and address. Each envelope must be received no later than the deadline specified below. A proposal submitted by facsimile or other electronic means will not be accepted.

Deadline for Submitting Proposal

All proposals must be received **no later than Monday, 3:00 p.m. Eastern Standard Time, November 2, 2015.**

Withdrawal of Proposal

A proposal may be withdrawn by a prospective bidder at any time before the proposal submission deadline. All requests to withdraw must be in writing to the Office of the City Clerk, or via U. S. mail or courier service, c/o Office of the City Clerk, 20750 River Drive, Dunnellon, FL 34432.

I. GENERAL CONDITIONS

- A. Submit one (1) clearly marked, manually signed original proposal, three (3) complete copies, and one (1) electronic copy (CD: PDF format).
- B. The City of Dunnellon (herein referred to as the "City") reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal, and to award a contract deemed to be in the best interest of the City.
- C. Direct all questions or inquiries regarding the meaning or interpretation of this request to Lonnie Smith, in writing, at lsmith@dunnellon.org. The deadline to submit questions is October 26th, 2015, at 5:00 p.m., EST. Telephone inquiries will not be accepted. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the RFP, the City will attempt to notify all prospective firms who have secured same. However, it is the sole responsibility of each firm, prior to submitting proposals, to determine if addenda were issued and to make such addenda a part of the proposals.
- D. From the date of release of this solicitation until award of the contract, no contact with City personnel or elected officials related to this solicitation is permitted. Direct all communications to Lonnie Smith listed above. Any such contact may result in the disqualification of the proposer's submittal.
- E. Each proposer shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.
- F. Responses will be evaluated on experience, references, staffing capacity, services, fee structure, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, whether Building Official, building inspector, and plan reviewers have familiarity with riverfront, waterway building and development issues, whether the firm can offer code enforcement services as described in this RFP, and any other relevant factors as determined to be in the best interest of the City.
- G. Responses shall be binding upon the proposer and irrevocable for 60 calendar days following the RFP opening date. Any proposal in which a proposer shortens the acceptance period may be rejected.

- H. Neither the City nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements.
- I. Each proposer is responsible for full and complete compliance with all Federal, State, and local laws, rules, and regulations. Failure or inability on the part of the proposer to comply with such laws, rules, and regulations shall not relieve any proposer from its obligations to honor its proposal and to perform completely in accordance with its proposal.
- J. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for an award of any contract entered into pursuant to this notice.
- K. The City reserves the right to:
 - 1. Request clarification and additional information from any proposer during the evaluation process.
 - 2. Negotiate with the selected bidder(s) to include further services not identified in this RFP.
 - 3. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 - 4. Issue subsequent RFPs based on refinement of concepts proposed in response to this request.
- L. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the City upon any debtor contract or that is in default as surety or otherwise upon any obligation to the City, or that has failed to perform faithfully any contract with the City.
- M. No elected official or employee of the City will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- N. All materials submitted with responses that qualify for exemption from the Public Records Act, Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure," citing to the specific statute which exempts such material. This envelope must have the firm's name and the RFP number clearly marked on the outside. The City will not accept proposals when the entire document is labeled

as exempt from disclosure. The City's determination of whether an exemption applies shall be final.

- O. All material submitted with the proposals will become the property of the City unless otherwise requested at the time of submission.
- P. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. TERMS OF AGREEMENT

TERMS OF THE AGREEMENT WILL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- A. The term of this contract is two (2) years with subsequent options to renew for additional two-year terms, unless any terms and/or conditions are modified pursuant to written agreement of both parties.
- B. The City may terminate the Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice to the successful bidder ("Building Official"). The Building Official may terminate the Agreement at any time by giving ninety (90) days prior written notice to the City. In the event of termination by mutual agreement, the Building Official shall be compensated for services rendered.
- C. All property, finished and unfinished documents, data, studies and reports prepared by the Building Official become the City's property in the event of termination, and all City data shall be returned to the City upon termination of the Agreement. Building Official's covenant under this subsection shall survive the termination of the Agreement.
- D. All reports, documents, or other written material developed by Building Official in the performance of the Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Building Official.
- E. Building Official shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the City. The Building Official is, and shall at all times remain as to the City, a wholly independent Building Official. Building Official shall have no power to incur any debt,

obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent.

- F. Building Official shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his designee. The City Manager or his designee may from time to time assign additional or different tasks or services to the Building Official, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Building Official other than those specified or those so assigned in writing by the City Manager or his designee.
- G. Building Official covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Building Official under the Agreement, or which would conflict in any manner with the performance of its services hereunder. Building Official further covenants that, in performance of the Agreement, no person having any such interest shall be employed by it. Furthermore, Building Official shall avoid the appearance of having any interest which would conflict in any manner with their performance of services pursuant to the Agreement.
- H. Building Official covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate recipient of services from the City as a result of the performance of the Agreement, or the services that may be procured by the City as a result of the recommendations made by Building Official. Building Official's covenant under this subsection shall survive the termination of the Agreement.
- I. Building Official represents that it has, or will secure at its own expense, all personnel required to perform the services under the Agreement. All services required under the Agreement will be performed by Building Official or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- J. Building Official reserves the right to determine the assignment of its own employees to the performance of Building Official's services under the Agreement, but the City reserves the right, for good cause, to require Building Official to exclude any employee from performing services on the City's premises.
- K. Building Official shall keep itself informed of State, Federal, and local laws, ordinances, codes, and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to the Agreement. Building Official shall at all times comply with such laws, ordinances, codes, and regulations. Without limiting the generality of the foregoing, if Building Official is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. The City, its officers, and employees shall not

be liable at law or in equity occasioned by failure of Building Official to comply with this subsection.

- L. At all times during the term of the Agreement, Building Official shall have in full force and effect all licenses and certifications required of it by law for performance of the services hereunder.

III. SCOPE OF SERVICES

- A. All permit applications must come through the Community Development Department of the City for site plan approval, confirmation and recording of zoning information, contractor registration verification, and residential/commercial building permitting. The scope of work to be performed by the awarded Building Official may consist of, but not be limited to the following:
 - 1. Provide building code inspectors who conduct inspections of building construction, erection, repair, addition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes as required by law. The inspections shall be for both work performed under City issued permits and for non-permitted work/stop work order situations.
 - a. Firms must be able to provide the following categories of inspection services: building, commercial electrical, mechanical, plumbing, and fire.
 - b. It is the responsibility of the building code inspector to conduct inspections of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems, when permitting is required, to ensure compliance with the Florida Building Code. Each building code inspector must be licensed in the appropriate category as defined in Florida Statute 468.603. The building code inspector's responsibilities will be performed under the direction of the building code administrator or Building Official.
 - c. The Building Official shall provide appropriate personnel to perform the inspections and re-inspections within 24 hours from the time an inspection is requested by a permit applicant.
 - 2. Provide plan reviewers who are qualified to determine that plans submitted for purposes of obtaining building and other permits comply with the building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other applicable construction codes.
 - a. Categories of plan reviewers include: building, plumbing, mechanical, electrical, and fire.

- b. It is the responsibility of the plan reviewers to conduct review of construction plans submitted in the permit application to assure compliance with the Florida Building Code. The review of construction plans must be done by the building plans reviewer category as defined in Florida Statute 468.603. The plan reviewers' responsibilities will be performed under the supervision and authority of the building code administrator or Building Official.
 - c. The plans examiner shall attend any required meetings connected with the plan review or field inspection of the projects.
 3. Provide a certified building official who will be responsible for signing off on permits, certificates of occupancy, final inspections, etc. The Building Official must be fully certified per the Department of Business and Professional Regulations.
 4. All service providers shall be licensed and certified in accordance with all applicable laws, including but not limited to Florida Statutes 468 and 633.
 5. Work effectively and respectfully with City directors and staff.
 6. Inter-agency coordination as needed.
 7. Provide weekly reports of building and zoning final inspections.
 8. Attend City Council, Planning Commission, Historic Preservation Advisory Board, Tree Board, CRA boards and Code Enforcement meetings as needed.
 9. Perform all other relevant assignments relating to Building Permitting and Inspection Services, as requested.
 10. Maintain records in accordance with local, State, and Federal public records retention requirements.
 11. Building Official shall provide all vehicles, clothing, inspection equipment, computers, cell phones, safety equipment, and other related materials and office equipment necessary to perform the services. Inspectors must carry identification clearly showing they are City authorized inspectors. The cost to provide these materials shall be borne by the Building Official.
 12. The Building Official's inspectors and plan review staff will be expected to attend training on various City policies, if offered, including, but not limited to, procedures, code requirements, and tree protection. Such training will be provided by or through the City, at its cost.

- B. Specific Requirements for Code Enforcement Services: (NOTE: Code enforcement services will be at the City's option to include in the bid award.)
1. Must become familiar with the City's Codes and have the ability to explain the codes to the public.
 2. Conducts on-site inspections (to the extent the code inspector is provided access to the property) and examinations of residential and commercial properties to determine compliance with laws, codes, regulations and ordinances.
 3. Investigates complaints from residents, property owners, businesses, and staff regarding general code violations and zoning violations; schedules routine and follow up inspections and periodic neighborhood surveys to determine violations.
 4. Meets with the complainants, residents, property owners, businesses and staff.
 5. Conducts inspections relating to acts of persons in violation of laws, codes and regulations relating to any environmental factors affecting the life, health and welfare of the community.
 6. Photographs property, prepares and maintains records and written reports of findings; initiates correspondence; follows the procedures of Chapter 162, Florida Statutes, and the City's codes; issues notices of violation.
 7. When necessary, initiates code enforcement hearings before the special magistrate and, as the code inspector, testifies as a witness pertaining to violations during special magistrate code enforcement public hearings.
 8. When necessary, coordinates the securing of dangerous structures and initiates condemnation or demolition proceedings against property owners.
 9. Performs checks of local business tax receipts to ensure that businesses within the City have obtained and maintain such receipts.
 10. Assists with the development of the agenda and minutes for Special Magistrate.
 11. Ensures compliance with Chapter 162 of Florida Statutes.
 12. Responsible for appointment calendars and schedules appointments relative to code enforcement matters; receives and screens calls and refers callers.

13. Prepares forms and composes letters. Files letters, reports and related technical information in the prescribed manner. Assembles information for others' use.

IV. SUBMITTAL REQUIREMENTS

- A. One (1) clearly marked, originally and manually signed original proposal, three (3) complete copies, and one (1) electronic copy (CD: PDF format).
- B. Provide a letter of interest and introduction. Briefly describe your firm. Include the name, address, email, and phone number of the contact person as well as a summary of your understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the proposal.
- C. Company Profile
 - 1. The location of staffing, staffing capacity, and firm resources expected to be made available to serve the City.
 - 2. General capabilities.
 - 3. Number of years in business.
 - 4. Whether the firm is a certified minority business as defined by the Florida Small and Minority Business Assistance Act of 1985.
- D. Experience and Specific Capabilities
 - 1. Qualifications, experience, and expertise of your company as a whole.
 - 2. Provide a description of the firm's personnel who will be assigned to the City's work detailed in the Scope of Services, including each individual's professional qualifications (education, licenses, certifications, etc.), and pertinent experience.
 - 3. Detail the firm's past experience providing services of the type required by the City to other public-sector clients.
 - 4. Explain the experience with riverfront, waterway building, and development issues of personnel who will be assigned to work in the City.
 - 5. Demonstrate how the operation will be supervised and what current quality control policies would be in place for the service.
 - 6. Identify the firm's proximity to City Hall, the firm's ability to provide staffing at City Hall to handle permitting, public contact, and permitting for staff

emergencies or vacations; and the ability for customers to meet at the office of the firm.

7. Provide a statement of credit or other proof of ability to perform based on financial resources.
 8. Provide any other information the firm feels is relevant in evaluating the firm's qualifications.
- E. Provide copies of all licenses and certifications for personnel assigned to the City which are relevant to performing building permit and inspections services.
- F. Provide copies of certifications for personnel assigned to the City, if applicable, for code enforcement services.
- G. Provide a list of at least three (3) municipalities or other government entities for whom you have provided similar services, including the following information:
1. the name of the entity for which the work was performed;
 2. a brief description of the scope of the work;
 3. the time period during which you performed work for the entity; and,
 4. name of the contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
- H. Proof of insurance and its limits.
- I. Required Forms
1. Public Entity Crimes Statement
 2. Non-Collusion Affidavit
 3. Conflict of Interest Disclosure
 4. Indemnification
- J. Turnaround time for plan checks.
1. Indicate the turn-around time in terms of working days for a first time check. This turnaround time should be measured from the time a plan is received until it is sent back.
 2. Indicate the turnaround time in terms of working days for a re-check. This turnaround time should be measured from the time a plan is received until it is sent back.

3. A table similar to the following shall be submitted.

Type of Job	Turnaround Time First Check	Turnaround Time Re-Check
Residential		
New Construction	_____ working days	_____ working days
Addition	_____ working days	_____ working days
Remodel	_____ working days	_____ working days
Non-Residential		
New Construction	_____ working days	_____ working days
Addition	_____ working days	_____ working days
Remodel	_____ working days	_____ working days

K. Fees Structure

1. The cost for providing these services on behalf of the City will be 100% of the fees collected as set forth in the proposal. No other payments will be made to the Building Official for the services provided.

2. Fee Schedules

a. Indicate the rates for specific services. A table similar to the following shall be submitted.

Services	Initial	Re-inspections
Plumbing Inspection	\$	\$
Electrical Inspection	\$	\$
Building Inspection	\$	\$
Mechanical Inspection	\$	\$
CDBG Consultations and Inspections	\$	\$
Adjudication, Court, Inquiries, Consultations	\$	\$
Other Miscellaneous Costs	\$	\$

b. Indicate proposed fee schedule for residential Plan Review Services. A table similar to the following shall be submitted.

Standard Plan Reviews		
Plan Review	Per Hour(min)	Additional hours
Single family home, unlimited square footage.	\$	\$
Commercial and Multifamily unlimited square footage.	\$	\$

- c. Provide a separate and complete cost breakdown for code enforcement services.

V. EVALUATION PROCESS

- A. Each proposal will be reviewed to determine if it is responsive to the requirements outlined in this solicitation. Only proposals following the requirements of this solicitation will be reviewed. Failure to comply with these requirements may cause the proposal to be declared non-responsive.
- B. Once a firm has been qualified and signed an agreement to provide professional services to the City, it must maintain its availability and keep all licenses and insurance certificates current in order to continue their qualification.
- C. All proposals will be ranked on a scale of one to five, with five being the highest. The ranking sheet and all proposals will then be sent to City Council for final decision and award. The following criteria will be used for the ranking.
 - 1. Project team
 - 2. Quality of submittal
 - 3. References
 - 4. Previous work experience in general
 - 5. Familiarity and experience with riverfront, waterway building and development issues
 - 6. Cost (NOTE: Proposals shall show a separate and complete cost breakdown for Code Enforcement services.)

7. Experience and familiarity with code enforcement procedures under Chapter 162, Fla. Stat.; ability to provide prosecutorial services before a special magistrate; and the cost for the same.

VI. INSURANCE REQUIREMENTS

A. Proof of insurance will be required at the time of execution of an agreement in conformance with the requirements outlined in this document. During the term of the Agreement, the firm shall maintain in full force and effect, at its own cost and expense, the minimum insurance coverage outlined.

B. Standard Insurance Coverage

1. The Building Official, building inspectors, plan reviewers, vendors, or suppliers shall not begin work under the Agreement until obtaining all insurance described herein and such insurance has been approved by the City; nor shall the Building Official permit any building inspectors, plan reviewers, vendors, or suppliers to begin work until similar insurance to cover building inspectors, plan reviewers, vendors, or suppliers has been obtained and approved.
2. The minimum insurance coverage and limits required are shown by coverage line below.

C. Required coverage is as follows:

1. Workers Compensation and Employer's Liability

Workers' compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:

- \$500,000 E.L. Each Accident
- \$500,000 E.L. Disease - Each Employee
- \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the City.

The certificate must clearly identify that coverage applies in Florida.

2. Commercial General Liability Insurance

Written on ISO form CG2010 11/85 or CG2010 10/01 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations

- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by SubBuilding Officials on Your Behalf (CG 22 94 or 22 95)
- g. Blanket Contractual Liability
- h. Independent Building Official's Liability
- i. Additional Insured - Owners, Lessees Or Building Officials - Completed Operations (ISO form CG 20 37)

3. Commercial Auto Liability Insurance

Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- Bodily Injury and Property Damage: \$1,000,000 combined single limit
- Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

4. Professional Liability Insurance

The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Building Official, building inspectors, and plan reviewers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to the City upon request.

D. Other Insurance Requirements

All insurance to be obtained by Building Official, building inspectors, and plans examiners under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause.

E. Certificate of Insurance

Prior to commencing its performance under the contract, Building Official shall provide the City a Certificate of Insurance evidencing the coverages previously listed. The insurance required hereunder shall be maintained from the commencement of the Agreement until the end of the applicable warranty period.

F. Waiver of Subrogation

All insurance coverage maintained by the Building Official shall include a waiver of any right of subrogation of the insurers thereunder against the City, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Building Official further waive all claims and all rights of subrogation against the City, employees, insurers and underwriters for loss of, or damage to, Building Official, building inspector, and plans examiner tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Building Official.

VII. FORMATION OF CONTRACT

1. Upon selection, the final contract amount may be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties.
2. Selection does not guarantee award of the Agreement. In the event the successful bidder and the City fail to agree on terms to be negotiated, the City will choose from the remaining proposals or issue another RFP.
3. Award of an Agreement shall not be final until a written Agreement has been approved by the City Council and entered into between the parties.

**SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO
ADMINISTER OATHS.**

1. This sworn statement is submitted to the CITY OF DUNNELLON by

_____ (Print individual's name and title)

for _____

(Print name of entity submitting sworn statement) whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is

If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (ATTACH A COPY OF THE FINAL ORDER).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR A CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 2015.

Personally known _____

Or produced identification _____

Notary Public-State of _____

My commission expires _____

(Printed, typed, or stamped commissioned name of notary public.)

NON-COLLUSION AFFIDAVIT

State of _____ County of _____

Before me, the undersigned authority, personally appeared _____
after being by me first duly sworn, deposes and says of his/her personal knowledge that:
who,

a. He/She is _____ of _____,
the proposer that has submitted a proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals,
and of all pertinent circumstances respecting such solicitation. Such proposal is genuine and is not a collusive
or sham proposal.

c. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or
parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or
indirectly, with any other proposer, firm, or person to submit a collusive or sham proposal in connection with the
solicitation and contract for which the attached proposal has been submitted or to refrain from proposing in
connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement
or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in
the attached proposal or any other proposer, or to fix any overhead, profit, or cost element of the proposal price
or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives,
owners, employees, or parties in interest, including this affiant.

(Signature)
Sworn to and subscribed before me this _____ day of _____ 2015.

Personally known _____

Or produced identification _____

Notary Public-State of _____

My commission expires _____

(Printed, typed, or stamped commissioned name of notary public.)

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms must disclose if any City of Dunnellon elected officials, employee(s), or board members is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____ NO _____

NAME(S)

POSITION(S)

Name of Firm _____

Signature _____

INDEMNIFICATION

The successful proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the successful proposer or its employees, agents, servants, partners, or principals.

The successful proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon.

The successful proposer expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the successful proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

Signature (Provider Representative)

Title

Printed Name (Provider Representative)

Company Name

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this [insert day of month] day of [insert month and year], by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY OF MARION; the CITIES OF BELLEVIEW, DUNNELLON AND OCALA, collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the (insert name of TPO) for Ocala-Marion County Transportation Planning Organization for the entirety Ocala Urbanized Area and the portions of the Lady Lake-The Villages and the Homosassa Springs-Beverly Hills-Citrus Springs Urbanized Area lying within the Ocala Metropolitan Statistical Area (MSA), herein after referred to as "the Metropolitan Planning Organization" or "the TPO". Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on 28th day of May 2013;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 13th day of February 2014, approved the apportionment and boundary plan submitted by the TPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the TPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

**ARTICLE 1
RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

TPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the TPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

**ARTICLE 3
TPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the TPO.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

**ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of 12 voting members and 1 non-voting advisor(s). The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members

Marion County	5 seats
City of Ocala	5 seats
City of Belleview	1 seat
City of Dunnellon	1 seat
<hr/>	
Total	12 seats

Non-voting advisor

FDOT District V Secretary (or designee)

- (b) All voting representatives shall be elected officials of general purpose local governments, one of whom may represent a group of general-purpose local governments through an entity created by the TPO for that purpose. The TPO may include, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, a city, or authority shall first be selected by said governing board.
- (c) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

**ARTICLE 5
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the TPO shall be liable for any liabilities incurred by the TPO, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, , the approval of settlements of claims by its governing board, or in any other manner agreed upon by the TPO. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or the provisions of section 768.28, F.S.
- (d) As provided in Section 339.175(9), F.S., the TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

**ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Marion County and the City of Ocala, as the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The TPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the TPO shall review the previous TPO designation, applicable federal, state and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

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

Mayor
City of Belleview
5343 SE Abshier Blvd
Belleview, FL 34420

Mayor
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

Council President
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

District Secretary
FDOT District V
719 South Woodland Blvd
Deland, FL 32720

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.

- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Marion County Board of County Commissioners

Kathy Bryant, Chairperson
Marion County Commission

Guy Minter, Attorney
Marion County

Attest: David R. Ellspermann
Marion County Clerk of the Circuit Court

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

City of Dunnellon

Nathan Whitt, Mayor
City of Dunnellon

Andrew Hand, Attorney
City of Dunnellon

Attest: Dawn M. Bowne
City Clerk, City of Dunnellon

City of Belleview

Christine Dobkowski, Mayor
City of Belleview

Frederick E. Landt, Attorney
City of Belleview

Attest: Sandi McKamey
City Clerk, City of Belleview

CITY OF OCALA

James P. Hilty, Sr., President
Ocala City Council

Pat Gilligan, Attorney
City of Ocala

Attest: Angel B. Jacobs
City Clerk, City of Ocala

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION
#AGR2016-29**

FLORIDA DEPARTMENT OF TRANSPORTATION

Noranne Downs, Secretary
Florida Department of Transportation
District V

Daniel McDermott, Attorney
Florida Department of Transportation
District V

From: [Eddie Esch](#)
To: [Dawn Bowne](#); [Loretta Barton](#)
Subject: Fwd: [POSSIBLE SPAM] FW: Update to the TPO's Interlocal Agreement
Date: Wednesday, May 11, 2016 9:30:25 AM
Attachments: [2004 ILA-TPO Creation.pdf](#)
[2016 TPO Creation Interlocal Agreement.doc](#)
Importance: Low

Please put this on next regular cc workshop agenda.

Sent from my Verizon Wireless 4G LTE smartphone

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

From: Greg Slay <GSlay@Ocalafl.org>
Date: 05/11/2016 9:20 AM (GMT-05:00)
To: ahand@shepardfirm.com
Cc: Eddie Esch <EEsch@dunnellon.org>
Subject: [POSSIBLE SPAM] FW: Update to the TPO's Interlocal Agreement

Greg Slay, AICP
Director
office - (352)629-8297
cell - (352)266-7394



From: Greg Slay

Sent: Friday, April 01, 2016 3:34 PM

To: 'Patrick Gilligan' <PGilligan@ocalalaw.com>; Minter, Matthew <Matthew.Minter@marioncountyfl.org>; 'Sandi McKamey' <smckamey@bellevuefl.org>; 'ahand@shepardfirm.com' <ahand@shepardfirm.com>

Cc: John Zobler <jzobler@Ocalafl.org>; 'Bouyounes, Mounir'

<Mounir.Bouyounes@marioncountyfl.org>; Esch, Eddie <eesch@dunnellon.org>

Subject: Update to the TPO's Interlocal Agreement

All,

FDOT has requested we update our TPO Interlocal Agreement. The current agreement was adopted in 2004. The new agreement does not make any significant changes, primarily updates various citations of federal and state law and/or code. I've attached the 2004 agreement for reference as well.

Please review and let me know of if you have any questions or concerns. Once everyone is good with the agreement, I will schedule time on each respective jurisdiction's agenda for approval.

I appreciate your time and attention to this matter.

Greg

Greg Slay, AICP

Director

office - (352)629-8297

cell - (352)266-7394



**INTERLOCAL AGREEMENT FOR CREATION OF THE
OCALA/MARION COUNTY
TRANSPORTATION PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this May 18, 2004, by and between MARION COUNTY and the CITIES OF BELLEVIEW, DUNNELLON AND OCALA and the FLORIDA DEPARTMENT OF TRANSPORTATION to create and establish the OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION for the OCALA URBANIZED AREA and the portion of the LADY LAKE URBANIZED AREA lying within Marion County.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code 134 and 49 United States Code 5303, requires each urbanized area as designated by the U.S. Census Bureau, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and further requires the State Transportation Agency and the Metropolitan Planning Organization to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated and comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 United States Code 134, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 and the Transportation Equity Act for the Twenty-first Century (Public Law 105-178, 112 Stat. 107), 49 United States Code 5303-5307, 23 Code of Federal Regulations 450.306, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 United States Code 134(b), 49 United States Code 5303, 23 Code of Federal Regulations 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population (including the central city) in the urbanized area to designate a metropolitan planning organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to Kyle Kay, Chairman, Ocala/Marion County MPO, dated March 19, 2004, the Governor has agreed to the apportionment plan of the members of the proposed OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) as set forth in this Agreement;

WHEREAS, pursuant to 23 Code of Federal Regulations 450.306(c), and Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the TPO;

WHEREAS, the interlocal agreement is required to create the Ocala/Marion County Transportation Planning Organization and delineate the provisions for operation of the TPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent

with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE I RECITALS and DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not work to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide non-attainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

Metropolitan Area means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 U.S.C. 134(b)(1), 49 U.S.C. Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the Transportation Planning Organization's planning authority.

MPO means and refers to a Metropolitan Planning Organization.

TPO means and refers to the Transportation Planning Organization formed pursuant to this Agreement.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Transportation Planning Organization consistent with the Long Range Transportation Plan and developed pursuant to title 23 United States Code 134(h), 49 United States Code 5304, 23 Code of Federal Regulations 450.324 and Section 339.175, Florida Statutes.

Unified Planning Work Program (UPWP) is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year,

together with a complete description thereof and an estimated budget, all as required by 23 CFR 450.314, and Section 339.175(8), Florida Statutes.

ARTICLE II PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish Ocala/Marion County Transportation Planning Organization:

- (a) To assist in the development of transportation systems encompassing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an Intermodal transportation system for the metropolitan area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;
- (d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. 34 and 49 U.S.C. 5303, 5304, 5305 and 5306; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. 134 and 49 U.S.C. 5303, 5304, 5305 and 5306; 23 CFR 420 and 450, and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs for all transportation facilities within the planning area, including but not limited to:

- (a) The Long Range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. TPO decisions coordinated with FDOT and consistent with local comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the TPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE III TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The planning organization for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this metropolitan planning organization shall be the OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body responsible for determining actions taken by the TPO.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO projects.

**ARTICLE IV
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of TWELVE (12) voting representatives and ONE (1) non-voting representatives. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor are as follows:

Voting Representation

Marion County	5 seats
City of Ocala	5 seats
City of Belleview	1 seat
City of Dunnellon	1 seat
<hr/>	
Total	12 seats

Non-Voting Representation

FDOT District V Secretary

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) In no event shall the vote of the county commission representatives constitute less than one-third of the total vote of the full TPO Board.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms.

**ARTICLE V
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) As provided in Section 339.175(5)(g), Florida Statutes, the TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to provide staff resources;
- (b) As provided in Section 163.01(14), Florida Statutes, the TPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), Florida Statutes, the TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), Florida Statutes, the TPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The TPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(5)(d), Florida Statutes, the TPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(5)(e), Florida Statutes, the TPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 339.175(8), Florida Statutes, the TPO shall establish a budget which shall operate on a fiscal year basis consistent with the requirements of the Unified Planning Work Program;
- (d) The TPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;
- (e) As provided in Section 339.175(9)(a), Florida Statutes, the TPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (f) Prepare and maintain the Long Range Transportation Plan;

- (g) In cooperation with the Department, prepare the Transportation Improvement Program;
- (h) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (i) Prepare and maintain a congestion management system for the metropolitan area;
- (j) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (k) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (l) Perform such other tasks presently or hereafter required by state or federal law;
- (m) Execute certifications and agreements necessary to comply with state or federal law;
- (n) Establish formal coordinated planning agreements with adjacent MPOs where appropriate; and
- (o) Adopt operating rules and procedures.

ARTICLE VI FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the TPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all non-expendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the TPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR 18.42, and Chapter 119, Florida Statutes.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that at least every five years thereafter, the Governor shall examine the composition of the TPO membership and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the TPO apportionment every five years by the Governor, this Agreement shall be reviewed by the TPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.
- (b) Withdrawal procedure. Any party, except MARION COUNTY and the United States Bureau of the Census designated central city, OCALA, may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
- (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of Marion County; and
 - (2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the TPO shall review the previous TPO designation, applicable Florida and local law, and TPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to 23 CFR 450.306(k), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the TPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed to the senior management of the represented jurisdictions.

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against

any party as drafter of this Agreement;

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural; and

(2) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

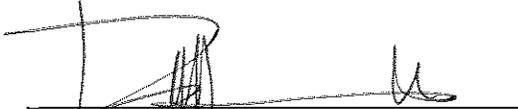
Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court.

(b) Recordation. The OCALA/MARION COUNTY TRANSPORTATION PLANNING ORGANIZATION hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court. The recorded or filed original hereof, or any amendment, shall be returned to the TPO for filing in its records.

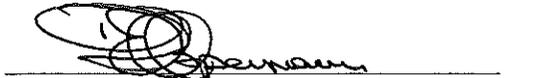
IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated TPO.



Andy Kesselring, Chairman
Marion County Commission



Gordon Johnston, Attorney
Marion County



Attest: David R. Ellspermann
Marion County Clerk of the Circuit Court



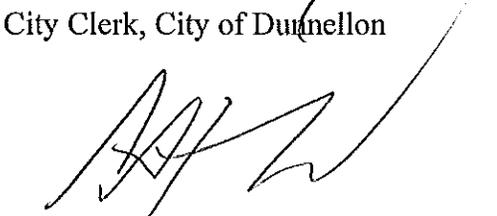
John Taylor, Mayor
City of Dunnellon



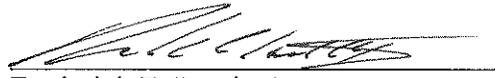
Larry Haag, Attorney
City of Dunnellon



Attest: Dawn M. Bowne
City Clerk, City of Dunnellon



Steve Bairstow, Mayor
City of Belleview

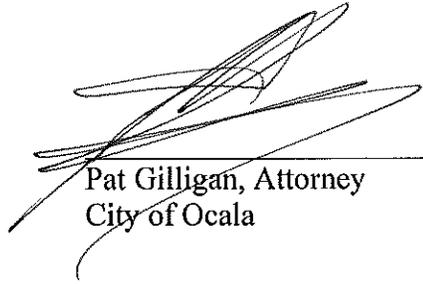


Frederick E. Landt, Attorney
City of Belleview

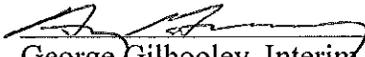


Attest: Sandi McKamey
City Clerk, City of Belleview


Mary S. Rich, President
Ocala City Council


Pat Gilligan, Attorney
City of Ocala


Attest: Valerie J. Forster
City Clerk, City of Ocala


George Gilhooley, Interim Secretary
Florida Department of Transportation
District V


Attorney
Florida Department of Transportation
District V

ACCEPTED BY CITY COUNCIL
June 8, 2004
DATE
OFFICE OF THE CITY CLERK

1 **COMMISSION AGREEMENT #AGR2016-30**

2 This AGREEMENT is made the ____ day of _____, ____, between Fox Chapel
3 Iron Works, (“Artist”), a sole proprietorship, located at 644 US-22 Hollidaysburg, PA 16648,
4 and the City of Dunnellon (“Purchaser”), a Florida municipal corporation located at 20750 River
5 Drive, Dunnellon, Florida 34431. Artist hereby agrees to execute the “Commissioned Works” as
6 described within this Agreement and the Purchaser agrees to pay for and accept delivery of the
7 “Commissioned Works” subject to the terms and conditions of this Agreement.

8
9 1. DESCRIPTION OF THE “COMMISSIONED WORKS” (SIZE, MATERIAL, SCOPE)
10 & ARTIST OBLIGATIONS.

11
12 a. The “Commissioned Works” include the following works to consist of powder
13 coated heavy gauged steel with all seems welded:

- 14
15 1) Sculpture of mountain biker, approximately 8 feet long by 6 feet
16 tall. Multi-color design.
17 2) Sculpture of largemouth bass, approximately 4 feet long by 28
18 inches tall. Multi-color design.
19 3) Sculpture of canoe/kayak, approximately 8 feet long by 24 inches
20 tall. Multi-color design, oak wood incorporated.
21 4) Sculpture of blue heron, approximately 5 feet tall by 24 inches
22 wide. Multi-color design.
23 5) Small replica of original Dunnellon water tower, approximately
24 10.5 inches tall by 3 feet wide. Painted.

25
26 b. Artist shall provide art submittals and sketches to Purchaser prior to constructing
27 artwork, which shall include base design and design for installation at an elevated.
28 Angle. Artist shall further aid and oversee all aspects of installation of the
29 Commissioned Works to their exhibit areas as designated by the Purchaser.
30 These duties include but are not limited to the oversight of the Commissioned
31 Works’ fabrication, finishing, installation, and any further duties within the

32 Artist's abilities in order to complete these projects to the satisfaction of
33 Purchaser.

34
35 2. PRICE. In consideration of Artist's services, including labor, equipment, and materials,
36 Purchaser shall pay Artist the total purchase price of \$5,100.00 (FIVE THOUSAND,
37 ONE HUNDRED DOLLARS) in two (2) installments: a first installment of \$1,000.00
38 (ONE THOUSAND DOLLARS) and a final installment of \$4,100.00 (FOUR
39 THOUSAND, ONE HUNDRED DOLLARS). The first installment shall be paid upon
40 the date of signing this Agreement. The final payment shall be paid on or before the date
41 of delivery of the "Commissioned Works," of which the Artist will give five (5) days
42 notice. Artist assumes responsibility for all applicable taxes pertaining to the total
43 purchase price of Artist's services.

44
45 3. TRANSPORTATION. Artist shall transport all Commissioned Works to Purchaser.
46 Upon delivery of the Commissioned Works, Purchaser will reimburse Artist for costs of
47 fuel and reasonable lodging charges incurred in transporting the Commissioned Works to
48 Purchaser in an aggregate amount not to exceed \$600.00 (SIX HUNDRED DOLLARS).
49 Artist will provide Purchaser with all receipts prior to requesting reimbursement.

50
51 4. DELIVERY AND INSTALLATION. Artist shall execute the "Commissioned Works"
52 as described within this Agreement to the reasonable satisfaction of the Purchaser prior to
53 delivery and installation and provide progress pictures at reasonable intervals during
54 fabrication. Any and all fabrication, site preparation, installation, and miscellaneous
55 expenses shall be the sole responsibility of the Artist.

56
57 5. DATE OF DELIVERY & CONDITION OF COMMISSIONED WORK. The Artist
58 agrees to deliver the "Commissioned Work" in a condition satisfactory to the Purchaser
59 within ninety (90) days of notice by the purchaser. If Artist fails for any reason to make
60 delivery of the "Commissioned Work" in a condition satisfactory to the Purchaser within
61 such period, then Artist shall be entitled to extend the delivery date for a reasonable
62 period thereafter not exceeding a total of sixty (60) days. If Artist fails to make delivery

63 of the “Commissioned Works” in a condition satisfactory to the Purchaser on or before
64 such extended delivery date, then Purchaser shall not be liable for payment of the final
65 installment of the total purchase price of Artist’s services and Artist shall immediately
66 return to Purchaser the first installment paid by Purchaser to Artist in full.

67
68 6. COPYRIGHT AND OWNERSHIP. Artist retains all copyrights and ownership of all
69 materials and works comprising the “Commissioned Works” as described within this
70 Agreement until the final payment of this Commission is received. Upon receipt of the
71 final payment by Artist from Purchaser, all copyrights and ownership of all materials and
72 works comprising the “Commissioned Works” as described within this Agreement are
73 transferred and assigned to the Purchaser.

74
75 7. WARRANTY. Artist shall provide a lifetime guarantee on the welds and structure and
76 10 years no exposed rusting on powder coating of all Commissioned Works.

77
78 8. COSTS AND FEES. In the event it is necessary for Purchaser to employ counsel to
79 enforce the obligations of Artist hereunder, then Artist shall reimburse Purchaser for
80 reasonable attorney fees so incurred, whether or not suit is filed; and if a legal action
81 commenced by either party, then at the conclusion of such action the prevailing party
82 shall be entitled to recover its reasonable costs and attorney fees, in addition to any other
83 relief granted.

84
85 9. GOVERNING LAW. This Agreement shall be applied and construed in accordance with
86 the Laws of Florida. Venue for any action hereunder shall be in Marion County, Florida.
87 The courts of the State of Florida shall have jurisdiction to hear and decide any and all
88 disputes which arise under this Lease.

89
90 10. MODIFICATION. This Agreement may not be amended in any manner whatsoever,
91 other than by written instrument signed by all parties hereto.



**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



**414-0602 SCT
CITY OF DUNNELLO**

**City of Dunnellon Fair Housing Workshop, June 13, 2016
Riverland News Display Advertisement
Display Advertisement A/R #071-541958
I/O 000 O A5J
2 columns x 3" ad, 1 x run
June 2, 2016 - \$38.50**

TOTAL COST: \$ 38.50

NOTE:

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

Thank you ≈ Mary Ann

Proof of Publication

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

STATE OF FLORIDA
COUNTY OF MARION

Before the undersigned authority personally appeared

Mary Ann Naczi and/or John Murphy and/or
Mishayla Coffas

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

Insertion Order: 000OA5J
Legal number: 414-0602 RIV
Description: City of Dunnellon Fair Housing
Workshop, June 13, 2016
Display Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date of publication: June 2, 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 2nd day of June, 2016

By: Mary Ann Naczi and/or John Murphy and/or
Mishayla Coffas

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

Mishayla Coffas
Notary Public



414-0602 RUV

FAIR HOUSING WORKSHOP

The City of Dunnellon is a fair housing advocate. The City is holding a workshop to explain the Fair Housing Ordinance for all of the protected classes (race, color, familial status, handicap, national origin, religion and sex). The public is invited to attend.

The workshop is scheduled for Monday, June 13, 2016 at 5:30 p.m., or as soon thereafter as possible, at the City of Dunnellon City Hall located at 20750 River Drive, Dunnellon, Florida.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop is asked to advise the City at least 48 hours before the workshop by contacting: Dawn M. Bowne, City Clerk at (352) 465-8500 or by e-mail at dbowne@dunnellon.org. If you are hearing or speech impaired, please contact the City using the Florida Relay Service, 1 (800) 955-8771 (TDD) or 1 (800) 955-8770 (Voice).

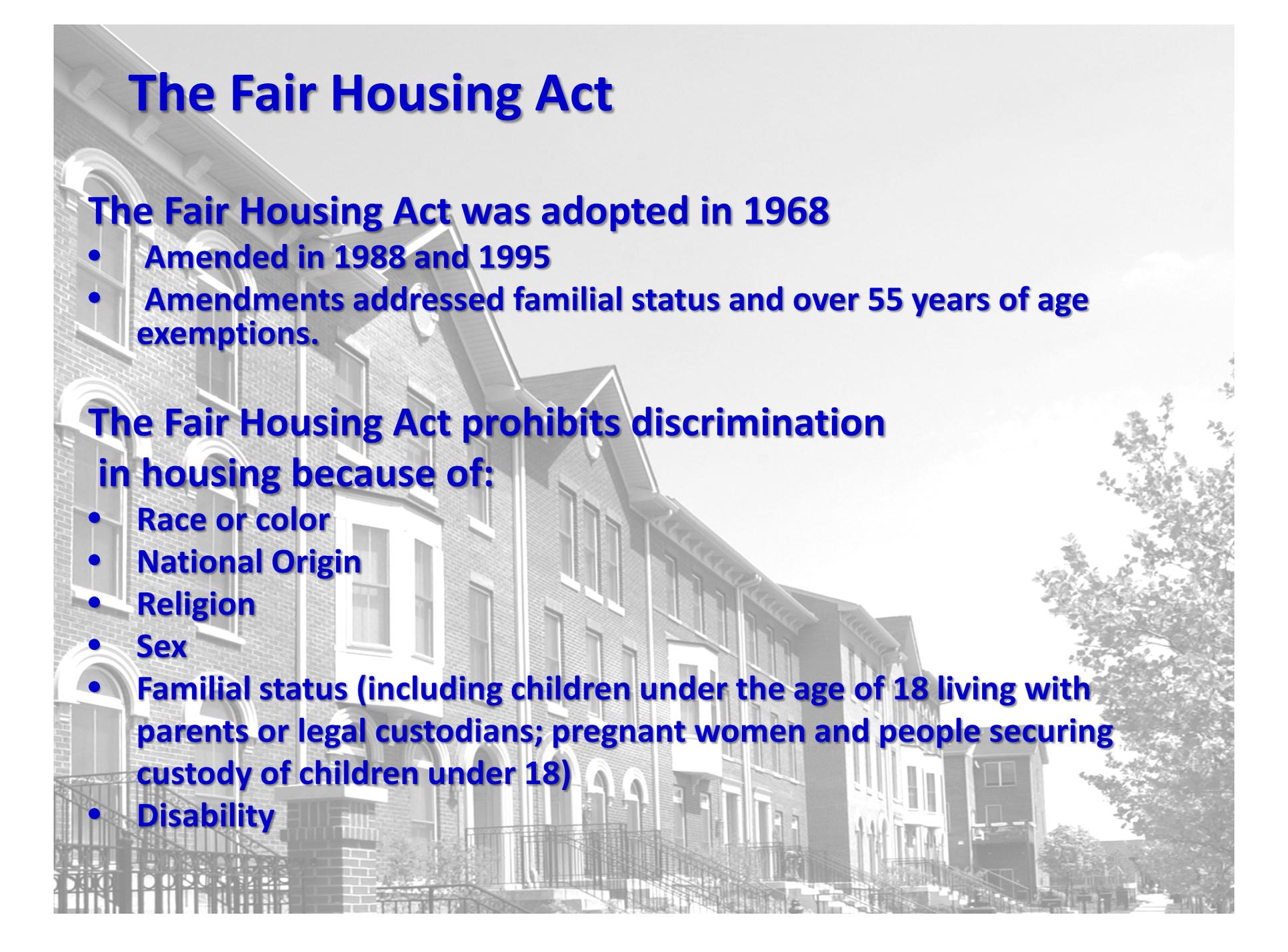
000OA5J

FAIR HOUSING



Equal Opportunity for All

The Fair Housing Act

The background of the slide is a grayscale photograph of a row of multi-story brick townhouses. Each unit has a small front porch with a metal fire escape leading up to it. The windows are arched, and the buildings are arranged in a long line along a street.

The Fair Housing Act was adopted in 1968

- Amended in 1988 and 1995
- Amendments addressed familial status and over 55 years of age exemptions.

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.



What Housing is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- **Refuse to rent or sell housing**
- **Refuse to negotiate for housing**
- **Set different terms, conditions or privileges for sale or rental of a Dwelling**
- **Falsely deny that housing is available for inspection, sale or rental**
- **For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or**
- **Deny any person access to, membership or participation in, any organization, facility or service related to the sale or rental of dwellings**

A group of diverse children are gathered outdoors in a garden or schoolyard. They are engaged in a hands-on activity, possibly planting or examining small plants. One boy in a red shirt is holding a small plant in a clear container. A girl in a white shirt is looking down at a plant. A boy in a green shirt is also looking at a plant. The background shows trees and a utility pole.

Housing Protection for Families with Children

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

Additional Protection If You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness or HIV/AIDS) that substantially limits one or more major life activities

- Are regarded as having such a disability, a housing provider may not:

- Refuse to let you make reasonable modifications to your dwelling at your expense (a landlord may permit changes only if you agree to restore the property to its original condition when you move.)

- Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.**



However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

The “Housing for Older Persons” Exemption:

The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State /Federal program); or
 - Intended for, and solely occupied by persons 62 years of age or older; or
 - Intended and operated for occupancy by persons 55 years of age or older.
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents. The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.



If You Think your Rights Have Been Violated What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Local ordinances include steps that can be taken locally.

Your local ordinance also includes time limits in which complaints must be submitted and responses must be provided.

Complaint



Where to Write or Call: File a complaint online or send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

THE SOUTHEAST REGIONAL OFFICE:

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity

451 7th Street, S.W., Room 5204, Washington, DC 20410-2000

Telephone 1-800-669-9777 Fax (202) 708-1425

* TTY 1-800-927-9275

www.hud.gov/fairhousing

What Happens When You File A Complaint?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

What Happens After A Complaint Investigation?

Determination of Reasonable Cause, Charge of Discrimination, and

Election: When the investigation is complete, HUD

will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against the complainant, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s).

The complainant and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have their case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither the complainant nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for the complainant's case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, the complainant and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence.

City of Dunnellon

Local Fair Housing Ordinance

The City of Dunnellon has included in the City's Fair Housing Ordinance Adopted September 24, 1990 provisions for Fair Housing.

Complaints: Must be submitted in writing within 60 days of the incident.

City Review: 30 day notification, response and investigation period

If the City finds that the complaint is justified the city will forward the findings to the State Attorney's office.

Copies of The City of Dunnellon's Fair Housing Ordinance are available at City Hall upon request.

ANY
QUESTIONS
?



ORDINANCE #ORD2016-05

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

WHEREAS, the owners and applicants, First Baptist Church, requested a rezoning of their Property from Residential Medium Density (R-3A) zoning to Public (P); and

WHEREAS, the Property lies within the municipal limits of the City of Dunnellon and consists of 3.77 and .79 acres, more or less, and is located at the northwest and southwest corners of the Powell Road and Cedar Street intersection; and

WHEREAS, the property has a proposed land use designations of Traditional Neighborhood, Public and Residential Medium Density as shown on the City of Dunnellon Comprehensive Plan Future Land Use Map; and

WHEREAS, a Public (P) zoning is consistent with the City of Dunnellon Comprehensive Plan's land use designation of the Property; and

WHEREAS, the City of Dunnellon City Council finds that the rezoning is consistent with the City's Comprehensive Plan;

WHEREAS, the City of Dunnellon has followed all statutory and Code requirements for noticing and advertising this rezoning Ordinance and public hearings associated with the rezoning; and

WHEREAS, the City Council has received public input on the rezoning and a recommendation from staff; and

WHEREAS, the City Council of the City of Dunnellon finds that the applicants have met the criteria for rezoning under Section 13.11 of the Code and that rezoning will not adversely affect the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

Section 1: Findings. The "Whereas" clauses above are the findings of the City of Dunnellon.

Section 2: Legal Description. The legal description of the Property is:

SEC 35 TWP 16 RGE 18
PLAT BOOK A, PAGE 174
DUNNELLON
LOT 1911, MARION COUNTY, FL

SEC 26 TWP 16 RGE 18
PLAT BOOK C PAGE 049
HILLSDALE
LOTS 50.51.59.60 & N 125 FT OF LOT 81 MARION COUNTY, FL.

Section 3: Zoning Classification; Directions to the City Manager. The Property shall hereafter be classified on the Official Zoning Map as Public (P) in accordance with the Land Development Code of the City of Dunnellon, Florida. The City Manager or designee is hereby directed to amend, alter, and implement the Official Zoning Map of the City of Dunnellon, Florida, to include said classification of the Property consistent with this Ordinance.

Section 4: Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Effective Date. This Ordinance shall be effective immediately upon adoption at the second reading/public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 13th day of June, 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 July, 2016.

Ordinance Posted on the City's website on June 10, 2016. Public hearing advertised on the City's website on June 10, 2016 and advertised in the Riverland News on June 30, 2016. Thirty day notice sent to property owners and surrounding property owners on June 1, 2016.

ATTEST:

CITY OF DUNNELLON

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

Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

Andrew Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 10th day of June 2016.

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

ORDINANCE #ORD2016-06

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

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 Sections 18a, 19, 21, 22, and 25 of the Charter is set forth in Exhibit "A" attached hereto and by this reference made a part hereof. Sections 18a, 19, 21, 22, and 25 of the Charter attached hereto reflect the proposed changes 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

ELIMINATION OF CITY MANAGER POSITION; CITY COUNCIL MANAGEMENT OF
CITY DEPARTMENT HEADS

Shall the Charter of Dunnellon be amended to eliminate the position of City Manager so that the City department heads are managed by the City Council or their designee(s)?

_____ For Adoption (Yes)

_____ Against Adoption (No)

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 13th day of June, 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 July, 2016.

Ordinance Posted on the City's website on June 10, 2016. Public hearing advertised on City's website on June 24, 2016 and in the Riverland News on June 30, 2016.

ATTEST:

CITY OF DUNNELLON

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

Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

Andrew Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 10th day of June, 2016.

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

EXHIBIT "A"

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~~ appointed by the city manager a majority of city council, said officer to hold this office until he or she is removed at any time on three-fifths vote of city council. 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 by the city council or their designee.

Section 21. - City treasurer.

The city treasurer shall pay out no funds of the city except upon the authorization of the ~~city manager~~ city council or their designee. The ~~city treasurer~~ city council or their designee shall not ~~make order~~ 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~~ a majority of the city council. Said officer shall hold his office until he may be removed at any time on a three-fifths vote of said city council. 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~~ city council or their designee, and shall have police power of arrest.

Section 25. - Sanitary inspector.

The ~~city manager~~ city council or their designee 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.

ORDINANCE #ORD2016-07

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

WHEREAS, the City Council of the City of Dunnellon believes that it is in the best interest of the City to update its code regarding the content of parking tickets and procedures for issuance; and

WHEREAS, the City Council of the City of Dunnellon believes that it is in the best interest of the City to refer collection of parking ticket fines, parking ticket appeals, and disposition of unpaid ticket fines to the County Court for the Fifth Judicial Circuit.

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

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

SECTION 2. Chapter 66, Article II, Division 2 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

~~Sec. 66-61. - Notice of violation.~~

~~The chief of police of the city shall provide, in triplicate, suitable serially numbered forms for notifying violators to appear and answer to charges of violating this article and other traffic laws and regulations of the city. Such forms shall be issued to and receipted for by the chief of police or his duly authorized representative or other persons acting for him. Upon any violation of this article, any police officer shall attach to the windshield of a parked vehicle a notice in accordance with this section, stating that the owner is in violation of this article, the particular violation and the section number and that the owner shall report to the traffic violations bureau of the city in regard to such violation. Each such owner or operator may, within 72 hours of the time when such notice was attached to such vehicle, pay to the traffic violations~~

~~bureau, as a penalty for and in full satisfaction of such violation, the sum as set forth in section 66-62. The failure of such owner or operator to make such payment to the traffic violations bureau within 72 hours shall render such owner or operator subject to prosecution before the courts of this state.~~

Sec. 66-61. Enforcement; Violations.

- (a) Issuance of parking tickets. The police department of the city, acting through certified law enforcement officers, or parking enforcement specialists, shall issue municipal parking tickets, on ticket forms authorized by city council or their designee, to the operator if the motor vehicle is attended, and if the motor vehicle is unattended, attach such ticket, issued to the registered owner, to the vehicle in a conspicuous place.
- (b) Contents of parking ticket. The ticket shall specifically describe the following:
- (1) Describe the illegally parked motor vehicle;
 - (2) Indicate its location;
 - (3) Specify the nature of the violation;
 - (4) Indicate the amount of the fine;
 - (5) Give notice to the violator that he or she must pay the fine within thirty days or appeal the ticket; and
 - (6) Describe the procedures to be followed in either paying such fine or electing not to pay such fine and requesting a hearing before a county court official concerning the parking violation, and the penalty for failure to comply with the directions on the ticket.

A sequential numbering system shall be used.

- (c) Continuing violations. Each day any violation occurs or continues shall be a separate offense.
- (d) Liability for payment of fine. The registered owner is responsible and liable for payment of any parking ticket violations.
- (e) Computation of time. If the last day of any time period described in this section falls on a Saturday, Sunday or legal holiday, the time period shall run until the end of the next day which is neither a Saturday, a Sunday nor a legal holiday.

Sec. 66-62. - Schedule of fines.

The following fines apply for the violations listed:

- (1) Overtime parking. The fine for parking overtime shall be \$50.00.
- (2) Parking in fire zone. The fine for parking in an area designated as a fire zone shall be \$200.00.

- (3) Parking in a no parking zone. The fine for parking in a no parking zone shall be \$50.00.
- (4) Improper parking. The fine for improper parking shall be \$50.00.
- (5) Other violations. The fine for any other violation of this article or provisions of the Florida Statutes pertaining to parking shall be \$50.00.
- (6) Leaving vehicle with keys in ignition. The fine for leaving a parked vehicle while the keys remain in the ignition shall be \$35.00.
- (7) Parking in space reserved for handicapped or disabled persons.
 - a. The fine for parking in a handicapped ~~or physically disabled persons~~ zone with a permit shall be \$250.00.
 - b. If a citation is issued to a person legally entitled to park in a designated handicapped ~~or physically disabled persons~~ zone, the fine shall be reduced to \$10.00 upon presentation of proof of a disabled parking permit at the police department.

Sec. 66-63. ~~Late payment of fine; failure to pay fine.~~

- ~~(a) Any of the fines listed in section 66-62 which are not paid within 72 hours of the issuance of the citation shall be defined as late payments; however, such 72 hours shall not include Saturdays, Sundays, or legal holidays.~~
- ~~(b) The charge for late payments shall be 50 percent of the fine added to the fine, which total sum shall be due and payable to the city.~~
- ~~(c) If the fine is not paid within the allowed 72 hour period, the fine, including the late payment, will be assessed per violation, against the registered owner of the motor vehicle. The city clerk shall mail a copy of the parking citation with the amount of the fine and late payment due to the registered owner of the vehicle, informing the owner of the owner's direct responsibility for the citation and of the time, manner, and amount of payment due, keeping a record of the fact and date of such mailing subject to the provisions of F.S. § 316.1967(1).~~
- ~~(d) If the fine and late payment are not paid within ten days after the date such notice is mailed, the city clerk shall institute proceedings against the registered owner for a noncriminal traffic infraction in the county court, as provided by F.S. § 316.1967.~~
- ~~(e) The city clerk, pursuant to F.S. § 316.1967(6), shall supply monthly to the office of the county tax collector and license tag agents an alphabetical list of persons who have five or more outstanding parking violations. The provisions of F.S. § 320.03(8) shall apply to each person whose name appears on such list.~~

Sec. 66-63. - Payment of Fine, Appeals

- (a) Violations of this division shall be referred to the County Court for the County of the Fifth Judicial Circuit.
- (b) An individual receiving a ticket pursuant to this section shall have thirty days from the date of issuance to pay the fine per the instructions on the ticket or request an appeal per Section 66-63(c) of this Ordinance.
- (c) Appeal of parking ticket.
- (1) Any individual who receives a parking ticket issued pursuant to the requirements of this Chapter may voluntarily elect to appeal the parking ticket and request a hearing within thirty days from issuance of the ticket, by requesting an appeal with the County Court for the County of the Fifth Judicial Circuit per the instructions on the parking ticket.
- (2) Any person who elects to appear before a designated official to present evidence waives his or her right to pay the fine cited on the ticket. The official, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty or the fine amount designated on the ticket, plus court costs.
- (d) Failure to pay fine. If the fine is not paid within thirty days from issuance, and no appeal is filed, then the appearance before the county court of persons who fail to comply with the provisions of this division will be compelled by the issuance of a summons by the deputy clerk of the court for the County of the Fifth Judicial Circuit. A warrant shall be issued by the court for the arrest of any person who fails to appear in response to such summons.

Sec. 66-64. - Payment of fine without court appearance; records of violations.

~~Any person in violation of this article who desires to pay the fine and late payment charge, if any, without resort to the courts of this state shall pay such fine to the city at city hall. Upon payment of any fine or late charge, the city shall accept the fine and issue a receipt to the violator. The city shall also keep an easily accessible record of all violations of which each person has been guilty during the preceding 12 months, whether such guilt was established in court or such violator has voluntarily paid the fine or late charge. The city shall keep records and submit summarized monthly reports to the city council of all citations issued for violations of this article and other traffic laws of the city and the state within the municipal limits of the city. The city shall also keep a record of all the fines collected by the city and of the final disposition of each person in every case handled by the city. Such records shall be maintained so as to show all types of violations and the totals of each.~~

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

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

SECTION 4. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Dunnellon; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 5. Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

SECTION 6. Effective Date. This Ordinance shall be effective immediately upon adoption at the second public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 13th day of June, 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 July, 2016.

Ordinance Posted on the City's website on June 10, 2016. Public hearing advertised on the City's website on June 24, 2016 and in the Riverland News on June 30, 2016.

ATTEST:

CITY OF DUNNELLON

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

Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

Andrew J. Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 10th day of June, 2016.

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

ORDINANCE #ORD2016-08

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

WHEREAS, the City Council of the City of Dunnellon believes that it is in the best interest of the City to update its code regarding the content of boating tickets and procedures for issuance; and

WHEREAS, the City Council of the City of Dunnellon believes that it is in the best interest of the City to refer collection of boating ticket fines, boating ticket appeals, and disposition of unpaid ticket fines to the County Court for the Fifth Judicial Circuit.

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

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

SECTION 2. Chapter 66, Article II, Division 2 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

Sec. 78-53. - Penalties—Fine schedule for civil municipal code violations.

- (a) Violations of the provisions of this chapter, or failure to comply with any of the requirements as stated, shall constitute a civil municipal code violation.
- (b) Any person who violates this chapter or fails to comply with any of its provisions shall be issued a civil municipal code violation ticket.
- (c) Contents of Civil Municipal Code Violation ticket. The ticket shall specifically describe the following:

- (1) Describe the vessel;
- (2) Indicate its location;
- (3) Specify the nature of the violation;
- (4) Indicate the amount of the fine;
- (5) Give notice to the violator that he or she must pay the fine within thirty days or appeal the ticket; and
- (6) Describe the procedures to be followed in either paying such fine or electing not to pay such fine and requesting a hearing before a county court official concerning the violation, and the penalty for failure to comply with the directions on the ticket.

A sequential numbering system shall be used.

- (d) Computation of time. If the last day of any time period described in this section falls on a Saturday, Sunday or legal holiday, the time period shall run until the end of the next day which is neither a Saturday, a Sunday nor a legal holiday.
- ~~(e) The civil municipal code violation shall be paid by mail or in person at City Hall within 15 days of the~~
- ~~(d) If the cited individual wishes to appeal the violation then he/she must pay the violation within 15 days of the date of the issuance of the violation and also, request in writing and send to city hall, a request for a hearing in front of the city special magistrate within 15 days of the date of the issuance of the violation.~~
- ~~(e) (e) All civil municipal code fines under chapter 78 of this Code, will be \$50.00 per violation. Any future changes with regard to fees will be made by resolution.~~
- ~~(f) A guilty finding by the special magistrate will result in additional costs plus fine. A not guilty finding by the special magistrate will result in a refund of the applicable fine.~~
- ~~(g) Failure to pay the assessed fine and costs if applicable, within the time allotted for payment by the special magistrate will cause the city to utilize collection services.~~

Sec. 78-54. - Payment of Fine, Appeals

- (a) Violations of this division shall be referred to the County Court for the County of the Fifth Judicial Circuit.
- (b) An individual receiving a ticket pursuant to this section shall have thirty days from the date of issuance to pay the fine per the instructions on the ticket or request an appeal per Section 78-54(c) of this Ordinance.
- (c) Appeal of Civil Municipal Code Fine Ticket.
 - (1) Any individual who receives a civil ticket issued pursuant to the requirements of this Chapter may voluntarily elect to appeal the ticket and request a hearing within thirty

days from issuance of the ticket, by requesting an appeal with the County Court for the County of the Fifth Judicial Circuit per the instructions on the ticket.

(2) Any person who elects to appear before a designated official to present evidence waives his or her right to pay the fine cited on the ticket. The official, after a hearing, shall make a determination as to whether a violation has been committed and may impose a civil penalty or the fine amount designated on the ticket, plus court costs.

(d) Failure to pay fine. If the fine is not paid within thirty days from issuance, and no appeal is filed, then the appearance before the county court of persons who fail to comply with the provisions of this division will be compelled by the issuance of a summons by the deputy clerk of the court for the County of the Fifth Judicial Circuit. A warrant shall be issued by the court for the arrest of any person who fails to appear in response to such summons.

SECTION 3. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Dunnellon; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 5. Repeal of Inconsistent Ordinances. Any Ordinance in conflict with this Ordinance is hereby repealed.

SECTION 6. Effective Date. This Ordinance shall be effective immediately upon adoption at the second public hearing.

Upon motion duly made and carried, the foregoing Ordinance was approved upon the first reading on the 13th day of June, 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 July, 2016.

Ordinance Posted on the City's website on June 10, 2016. Public hearing advertised on the City's website on June 24, 2016 and in the Riverland News on June 30, 2016.

ATTEST:
Dawn M. Bowne

CITY OF DUNNELLON

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

Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

Andrew J. Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 10th day of June, 2016.

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



CITY OF DUNNELLO

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

Andy Smith
Sr. Vice President
BB&T Governmental Finance
1201 Main Street, Suite 700
Columbia, SC 29201

June 8, 2016

Dear Mr. Smith,

Thank you for the positive response to the City's request to re-structure the BB&T series 2011 bond loan. The initial re-payment terms are generous, but the balloon payment due in five years remains the problem. Dunnellon simply cannot generate sufficient revenues to cover a balloon payment, but the City can re-pay the entire loan over a reasonable period of time.

Therefore, the City would like to propose paying off the loan over a ten-year period, with accelerating payments over this term, as noted in the enclosed payment schedule. The City believes this method best meets our ability to pay off the loan while meeting the needs of BB&T in the shortest time possible.

We want to share additional information that should assist you in determining the appropriate action to take regarding the extension of re-payment terms on our utility loan.

Dunnellon is fully committed, and more importantly, fully capable of paying off the full amount of its loan with BB&T, in exchange for more time. The City is currently meeting a reasonable annual debt re-payment that it commits to accelerate, and that is affordable to cover.

Both the City and BB&T should have known that any "balloon" payment of \$5.5 million dollars on a City the size of Dunnellon, or a utility of this size was a recipe for disaster, and totally in-appropriate.

In addition to the nearly \$17 million dollars in debt highlighted on the most current audit report, the City has a long-term debt obligation within the General Fund to re-pay \$2.8 million dollars to the water/sewer utility over the next twenty years.

This annual re-payment to the water/sewer utility of the General Fund obligation, will improve the operating results of the utility, and allow for accelerated re-payment of the BB&T loan.

The City is currently refunding a \$500K surcharge per court order, which inhibits both the ability to use the surcharge process, and precludes the opportunity to finance more debt within the utility.

Water/sewer user rates are already high relative to other utilities. This does not allow for consideration to raise rates in order to cover more debt within the utility.

Water/sewer capital reserves have been depleted and rate increases will have to be used just to re-build the reserves to an appropriate level, and cover normal operating costs. The City will continue to provide BB&T with annual financial reports, and commits to increase the amount of reimbursement if improved finances can cover increased debt coverage.

Dunnellon is committed to being a responsible partner with BB&T, and to make the best of a bad situation. The City will pay off its loan obligation in full, providing BB&T accepts a reasonable term for re-payment.

The City will be glad to meet with BB&T decision makers to help ensure they understand that Dunnellon is making our best efforts to settle this obligation.

We hope you will choose to partner with the City on our re-payment proposal, and we look forward to a positive response. Thank you.

Respectfully,

Mayor Nathan Whitt
City of Dunnellon

BB&T 2011 Bond Revenue Series Re-payment schedule:

2017 - \$460,000

2018 - \$490,000

2019 - \$490,000

2020 - \$520,000

2021 - \$560,000

2022 - \$560,000

2023 - \$600,000

2024 - \$600,000

2025 - \$631,000

2026 - \$631,204

Total \$5,542,204

From: [Eddie Esch](#)
To: [Rick Hancock](#); [Nathan Whitt](#); [Chuck Dillon](#); [Larry Winkler](#); [Walter Green](#)
Cc: [Jan Smith](#); [Dawn Bowne](#)
Subject: FW: Refinance Request Letter
Date: Wednesday, May 25, 2016 5:29:14 PM

To all,

Please see reply from BB&T below. I will add to June 8th W/S agenda for discussion.

Eddie

Eddie R. Esch, Sr.

City of Dunnellon

City Manager

Ph. (352)465-8590

Fx. (352)465-8592

eesch@dunnellon.org

www.dunnellon.org

From: Smith, Andrew - Columbia, SC [mailto:AGSmith@BBandT.com]
Sent: Wednesday, May 25, 2016 4:25 PM
To: Eddie Esch
Subject: RE: Refinance Request Letter

Eddie,

I spoke with credit today regarding the balloon structure on the utility bond. Your most recent audit has shown improvement and we appreciate the work that you and your council has done to improve the City's standing. I did not get an approval for the sixteen year term, but credit did approve a structure that would keep the same rate, use a sixteen year amortization and have a balloon payment after five years. This would keep your debt service level with what you have been paying and keep the rate the same. Hopefully, this would make budgeting and planning an easier task. Please let me know your thoughts and we can get started on the process.

Thanks,

Andy Smith

Andy Smith

Sr. Vice President

BB&T Governmental Finance

1201 Main St.

Suite 700

Columbia, SC 29201

803.251.1328

From: Eddie Esch [mailto:EEsch@dunnellon.org]
Sent: Wednesday, May 18, 2016 5:52 PM
To: Smith, Andrew - Columbia, SC

From: [Eddie Esch](#)
To: [Smith, Andrew - Columbia, SC](#)
Cc: [Walter Green](#); lapwinkler@aol.com; [Larry Winkler](#); [Chuck Dillon](#); [Nathan Whitt](#); [Rick Hancock](#); [Dawn Bowne](#); [Jan Smith](#)
Subject: Refinance Request Letter
Date: Wednesday, May 18, 2016 5:52:11 PM
Attachments: [BBTFinance_20160511.pdf](#)
[5470000 Amor Sch.docx](#)

Andy,

Please find attached an offer letter from the City of Dunnellon for consideration by BB&T. Please let me know something as soon as possible so that we can proceed with our budget process accordingly.

Thanks,
Eddie

Eddie R. Esch, Sr.

City of Dunnellon

City Manager

Ph. (352)465-8590

Fx. (352)465-8592

eesch@dunnellon.org

www.dunnellon.org



CITY OF DUNNELLON

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

Andy Smith
Sr. Vice President
BB&T Governmental Finance
1201 Main St., Ste. 700
Columbia, SC. 29201
May 11, 2016

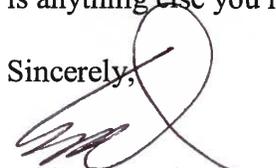
Dear Mr. Smith,

Although the City of Dunnellon continues to slowly improve its financial condition, we still have many financial challenges ahead of us. We are currently working on our 2016/2017 fiscal year budgeting, as well as working on the 5 and 10 year Master Plan updates and CIP schedules for our Utilities. It is very difficult to do this with the impending pay off to BB&T, due 12/2016, looming over us. With consideration of this, the Dunnellon City Council has made a request for me to send BB&T an offer letter in hopes we can finalize a specific and permanent repayment schedule for this loan. The offer is as follows:

Repay \$5,470,000.00 (current balance due) @ 2.64% interest for a period of 16 years (192 months) per attached amortization schedule.

I would appreciate a response to this request, no later than June 1, 2016. It is imperative that we get this issue resolved as soon as possible, as Dec. 2016 is rapidly approaching. I have also included a copy of our latest 2014/2015 City Audit for your review. Please let me know if there is anything else you need from me that might assist in your decision.

Sincerely,



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

Date	Interest	Principal	Balance
May, 2016	\$12,034	\$22,926	\$5,447,074
Jun, 2016	\$11,984	\$22,976	\$5,424,098
Jul, 2016	\$11,933	\$23,027	\$5,401,071
Aug, 2016	\$11,882	\$23,077	\$5,377,994
Sep, 2016	\$11,832	\$23,128	\$5,354,866
Oct, 2016	\$11,781	\$23,179	\$5,331,686
Nov, 2016	\$11,730	\$23,230	\$5,308,456
Dec, 2016	\$11,679	\$23,281	\$5,285,175
2016	\$94,854	\$184,825	\$5,285,175
Jan, 2017	\$11,627	\$23,332	\$5,261,843
Feb, 2017	\$11,576	\$23,384	\$5,238,459
Mar, 2017	\$11,525	\$23,435	\$5,215,024
Apr, 2017	\$11,473	\$23,487	\$5,191,537
May, 2017	\$11,421	\$23,538	\$5,167,999
Jun, 2017	\$11,370	\$23,590	\$5,144,409
Jul, 2017	\$11,318	\$23,642	\$5,120,766
Aug, 2017	\$11,266	\$23,694	\$5,097,072
Sep, 2017	\$11,214	\$23,746	\$5,073,326
Oct, 2017	\$11,161	\$23,798	\$5,049,528
Nov, 2017	\$11,109	\$23,851	\$5,025,677
Dec, 2017	\$11,056	\$23,903	\$5,001,773
2017	\$136,116	\$283,402	\$5,001,773
Jan, 2018	\$11,004	\$23,956	\$4,977,818
Feb, 2018	\$10,951	\$24,009	\$4,953,809
Mar, 2018	\$10,898	\$24,061	\$4,929,748
Apr, 2018	\$10,845	\$24,114	\$4,905,633
May, 2018	\$10,792	\$24,167	\$4,881,466
Jun, 2018	\$10,739	\$24,221	\$4,857,245
Jul, 2018	\$10,686	\$24,274	\$4,832,971
Aug, 2018	\$10,633	\$24,327	\$4,808,644
Sep, 2018	\$10,579	\$24,381	\$4,784,263
Oct, 2018	\$10,525	\$24,434	\$4,759,829
Nov, 2018	\$10,472	\$24,488	\$4,735,341
Dec, 2018	\$10,418	\$24,542	\$4,710,799
2018	\$128,543	\$290,975	\$4,710,799
Jan, 2019	\$10,364	\$24,596	\$4,686,203
Feb, 2019	\$10,310	\$24,650	\$4,661,553
Mar, 2019	\$10,255	\$24,704	\$4,636,848
Apr, 2019	\$10,201	\$24,759	\$4,612,090
May, 2019	\$10,147	\$24,813	\$4,587,276
Jun, 2019	\$10,092	\$24,868	\$4,562,409
Jul, 2019	\$10,037	\$24,922	\$4,537,486
Aug, 2019	\$9,982	\$24,977	\$4,512,509
Sep, 2019	\$9,928	\$25,032	\$4,487,476

Date	Interest	Principal	Balance
Oct, 2019	\$9,872	\$25,087	\$4,462,389
Nov, 2019	\$9,817	\$25,143	\$4,437,247
Dec, 2019	\$9,762	\$25,198	\$4,412,049
2019	\$120,767	\$298,750	\$4,412,049
Jan, 2020	\$9,707	\$25,253	\$4,386,795
Feb, 2020	\$9,651	\$25,309	\$4,361,487
Mar, 2020	\$9,595	\$25,365	\$4,336,122
Apr, 2020	\$9,539	\$25,420	\$4,310,702
May, 2020	\$9,484	\$25,476	\$4,285,225
Jun, 2020	\$9,427	\$25,532	\$4,259,693
Jul, 2020	\$9,371	\$25,588	\$4,234,105
Aug, 2020	\$9,315	\$25,645	\$4,208,460
Sep, 2020	\$9,259	\$25,701	\$4,182,759
Oct, 2020	\$9,202	\$25,758	\$4,157,001
Nov, 2020	\$9,145	\$25,814	\$4,131,187
Dec, 2020	\$9,089	\$25,871	\$4,105,315
2020	\$112,784	\$306,733	\$4,105,315
Jan, 2021	\$9,032	\$25,928	\$4,079,387
Feb, 2021	\$8,975	\$25,985	\$4,053,402
Mar, 2021	\$8,917	\$26,042	\$4,027,360
Apr, 2021	\$8,860	\$26,100	\$4,001,260
May, 2021	\$8,803	\$26,157	\$3,975,103
Jun, 2021	\$8,745	\$26,215	\$3,948,889
Jul, 2021	\$8,688	\$26,272	\$3,922,617
Aug, 2021	\$8,630	\$26,330	\$3,896,286
Sep, 2021	\$8,572	\$26,388	\$3,869,899
Oct, 2021	\$8,514	\$26,446	\$3,843,453
Nov, 2021	\$8,456	\$26,504	\$3,816,948
Dec, 2021	\$8,397	\$26,563	\$3,790,386
2021	\$104,588	\$314,930	\$3,790,386
Jan, 2022	\$8,339	\$26,621	\$3,763,765
Feb, 2022	\$8,280	\$26,680	\$3,737,085
Mar, 2022	\$8,222	\$26,738	\$3,710,347
Apr, 2022	\$8,163	\$26,797	\$3,683,550
May, 2022	\$8,104	\$26,856	\$3,656,694
Jun, 2022	\$8,045	\$26,915	\$3,629,779
Jul, 2022	\$7,986	\$26,974	\$3,602,805
Aug, 2022	\$7,926	\$27,034	\$3,575,771
Sep, 2022	\$7,867	\$27,093	\$3,548,678
Oct, 2022	\$7,807	\$27,153	\$3,521,525
Nov, 2022	\$7,747	\$27,212	\$3,494,313
Dec, 2022	\$7,687	\$27,272	\$3,467,041
2022	\$96,172	\$323,345	\$3,467,041
Jan, 2023	\$7,627	\$27,332	\$3,439,708

Date	Interest	Principal	Balance
Feb, 2023	\$7,567	\$27,392	\$3,412,316
Mar, 2023	\$7,507	\$27,453	\$3,384,863
Apr, 2023	\$7,447	\$27,513	\$3,357,350
May, 2023	\$7,386	\$27,574	\$3,329,777
Jun, 2023	\$7,326	\$27,634	\$3,302,142
Jul, 2023	\$7,265	\$27,695	\$3,274,447
Aug, 2023	\$7,204	\$27,756	\$3,246,691
Sep, 2023	\$7,143	\$27,817	\$3,218,874
Oct, 2023	\$7,082	\$27,878	\$3,190,996
Nov, 2023	\$7,020	\$27,940	\$3,163,056
Dec, 2023	\$6,959	\$28,001	\$3,135,055
2023	\$87,532	\$331,986	\$3,135,055
Jan, 2024	\$6,897	\$28,063	\$3,106,992
Feb, 2024	\$6,835	\$28,124	\$3,078,868
Mar, 2024	\$6,774	\$28,186	\$3,050,682
Apr, 2024	\$6,711	\$28,248	\$3,022,433
May, 2024	\$6,649	\$28,310	\$2,994,123
Jun, 2024	\$6,587	\$28,373	\$2,965,750
Jul, 2024	\$6,525	\$28,435	\$2,937,315
Aug, 2024	\$6,462	\$28,498	\$2,908,817
Sep, 2024	\$6,399	\$28,560	\$2,880,257
Oct, 2024	\$6,337	\$28,623	\$2,851,634
Nov, 2024	\$6,274	\$28,686	\$2,822,948
Dec, 2024	\$6,210	\$28,749	\$2,794,198
2024	\$78,661	\$340,857	\$2,794,198
Jan, 2025	\$6,147	\$28,813	\$2,765,386
Feb, 2025	\$6,084	\$28,876	\$2,736,510
Mar, 2025	\$6,020	\$28,939	\$2,707,570
Apr, 2025	\$5,957	\$29,003	\$2,678,567
May, 2025	\$5,893	\$29,067	\$2,649,500
Jun, 2025	\$5,829	\$29,131	\$2,620,369
Jul, 2025	\$5,765	\$29,195	\$2,591,174
Aug, 2025	\$5,701	\$29,259	\$2,561,915
Sep, 2025	\$5,636	\$29,324	\$2,532,592
Oct, 2025	\$5,572	\$29,388	\$2,503,204
Nov, 2025	\$5,507	\$29,453	\$2,473,751
Dec, 2025	\$5,442	\$29,518	\$2,444,233
2025	\$69,552	\$349,965	\$2,444,233
Jan, 2026	\$5,377	\$29,582	\$2,414,651
Feb, 2026	\$5,312	\$29,648	\$2,385,003
Mar, 2026	\$5,247	\$29,713	\$2,355,290
Apr, 2026	\$5,182	\$29,778	\$2,325,512
May, 2026	\$5,116	\$29,844	\$2,295,669
Jun, 2026	\$5,050	\$29,909	\$2,265,759

Date	Interest	Principal	Balance
Jul, 2026	\$4,985	\$29,975	\$2,235,784
Aug, 2026	\$4,919	\$30,041	\$2,205,743
Sep, 2026	\$4,853	\$30,107	\$2,175,636
Oct, 2026	\$4,786	\$30,173	\$2,145,463
Nov, 2026	\$4,720	\$30,240	\$2,115,223
Dec, 2026	\$4,653	\$30,306	\$2,084,917
2026	\$60,201	\$359,317	\$2,084,917
Jan, 2027	\$4,587	\$30,373	\$2,054,544
Feb, 2027	\$4,520	\$30,440	\$2,024,104
Mar, 2027	\$4,453	\$30,507	\$1,993,597
Apr, 2027	\$4,386	\$30,574	\$1,963,023
May, 2027	\$4,319	\$30,641	\$1,932,382
Jun, 2027	\$4,251	\$30,709	\$1,901,673
Jul, 2027	\$4,184	\$30,776	\$1,870,897
Aug, 2027	\$4,116	\$30,844	\$1,840,053
Sep, 2027	\$4,048	\$30,912	\$1,809,142
Oct, 2027	\$3,980	\$30,980	\$1,778,162
Nov, 2027	\$3,912	\$31,048	\$1,747,114
Dec, 2027	\$3,844	\$31,116	\$1,715,998
2027	\$50,599	\$368,918	\$1,715,998
Jan, 2028	\$3,775	\$31,185	\$1,684,814
Feb, 2028	\$3,707	\$31,253	\$1,653,560
Mar, 2028	\$3,638	\$31,322	\$1,622,238
Apr, 2028	\$3,569	\$31,391	\$1,590,848
May, 2028	\$3,500	\$31,460	\$1,559,388
Jun, 2028	\$3,431	\$31,529	\$1,527,858
Jul, 2028	\$3,361	\$31,599	\$1,496,260
Aug, 2028	\$3,292	\$31,668	\$1,464,592
Sep, 2028	\$3,222	\$31,738	\$1,432,854
Oct, 2028	\$3,152	\$31,808	\$1,401,047
Nov, 2028	\$3,082	\$31,877	\$1,369,169
Dec, 2028	\$3,012	\$31,948	\$1,337,222
2028	\$40,741	\$378,777	\$1,337,222
Jan, 2029	\$2,942	\$32,018	\$1,305,204
Feb, 2029	\$2,871	\$32,088	\$1,273,115
Mar, 2029	\$2,801	\$32,159	\$1,240,956
Apr, 2029	\$2,730	\$32,230	\$1,208,727
May, 2029	\$2,659	\$32,301	\$1,176,426
Jun, 2029	\$2,588	\$32,372	\$1,144,054
Jul, 2029	\$2,517	\$32,443	\$1,111,612
Aug, 2029	\$2,446	\$32,514	\$1,079,097
Sep, 2029	\$2,374	\$32,586	\$1,046,512
Oct, 2029	\$2,302	\$32,657	\$1,013,854
Nov, 2029	\$2,230	\$32,729	\$981,125

Date	Interest	Principal	Balance
Dec, 2029	\$2,158	\$32,801	\$948,324
2029	\$30,619	\$388,898	\$948,324
Jan, 2030	\$2,086	\$32,873	\$915,450
Feb, 2030	\$2,014	\$32,946	\$882,504
Mar, 2030	\$1,942	\$33,018	\$849,486
Apr, 2030	\$1,869	\$33,091	\$816,395
May, 2030	\$1,796	\$33,164	\$783,231
Jun, 2030	\$1,723	\$33,237	\$749,995
Jul, 2030	\$1,650	\$33,310	\$716,685
Aug, 2030	\$1,577	\$33,383	\$683,302
Sep, 2030	\$1,503	\$33,457	\$649,845
Oct, 2030	\$1,430	\$33,530	\$616,315
Nov, 2030	\$1,356	\$33,604	\$582,711
Dec, 2030	\$1,282	\$33,678	\$549,033
2030	\$20,227	\$399,290	\$549,033
Jan, 2031	\$1,208	\$33,752	\$515,281
Feb, 2031	\$1,134	\$33,826	\$481,455
Mar, 2031	\$1,059	\$33,901	\$447,555
Apr, 2031	\$985	\$33,975	\$413,579
May, 2031	\$910	\$34,050	\$379,530
Jun, 2031	\$835	\$34,125	\$345,405
Jul, 2031	\$760	\$34,200	\$311,205
Aug, 2031	\$685	\$34,275	\$276,930
Sep, 2031	\$609	\$34,351	\$242,579
Oct, 2031	\$534	\$34,426	\$208,153
Nov, 2031	\$458	\$34,502	\$173,651
Dec, 2031	\$382	\$34,578	\$139,073
2031	\$9,558	\$409,960	\$139,073
Jan, 2032	\$306	\$34,654	\$104,420
Feb, 2032	\$230	\$34,730	\$69,690
Mar, 2032	\$153	\$34,806	\$34,883
Apr, 2032	\$77	\$34,883	\$0
2032	\$766	\$139,073	\$0

**City of Dunnellon
Lien Reductions**

Lien 2014-14 20740 Powell Road (Failure to connect to City central waste water system)

	Original Lien	Amended Amount Due	
Connection Fees (Tap & Connect)	3,305.00	3,305.00	Paid 4/27/15. Receipt #'s 402632, 402633, 402634, 402635
Daily Fine \$50 -(9/2/14-12/31/14)	6,000.00	0	*Daily fine waived
Lien Recording Fee	18.50	18.50	
Subtotal	9,323.50	3,323.50	
Record Satisfaction of Lien with Marion Cty	10.00	10.00	
Total Due for Lien Satisfaction	9,333.50	3,333.50	

*Daily fine of less than \$6,000 waived per City Manager per section 2-199(c) of the City's code of ordinances per City Attorney. Staff unable to produce record however, conversation at the time recalls fine of less than \$6,000

**Property not tied into central waste water system as of 5/23/16

Lien #2015-02 19084 St. George Dr. (Failure to connect to City central waste water system)

	Original Lien	Amended Amount Due	
Connection Fees (Tap & Connect)	3,305.00	3,305.00	Paid 4/27/16. Receipt #'s 477909,477910
Daily Fine \$50 - (9/2/14-12/15/15)	23,500.00	11,750.00	***Reduced 50%. Paid 5/25/16. Receipt #481016
Lien Recording Fee	18.50	18.50	Paid 5/25/16. Receipt #481016
Subtotal	26,823.50	15,073.50	
Record Satisfaction of Lien with Marion Cty	18.50	18.50	Paid 5/25/16. Receipt #481016
Total Due for Lien Satisfaction	26,842.00	15,092.00	

*City Manager originally proposed 100% waiver of daily fine amount

** 50% Daily fine reduction authorized by Council on 4/6/16 -sale of property did not go through

***50% Daily fine reduction authorized by Council on 5/9/16

****Property tied into central waste water system 12/15/15

**City of Dunnellon
Lien Reductions**

Lien 2015-04 20962 2nd Ave (Failure to connect to City central waste water system)

	Original Lien	Amended Amount Due	
Connection Fees (Tap & Connect)	3,305.00	3,305.00	Paid 2/3/16. Receipt #'s 445973, 445974
Daily Fine \$50 - (9/2/14-2/12/16)	26,450.00	13,225.00	*Reduced 50% Paid 4/1/16. Receipt #473567
Lien Recording Fee	18.50	18.50	Paid 4/1/16. Receipt #473567
Subtotal	29,773.50	16,548.50	
Record Satisfaction of Lien with Marion Cty	10.00	10.00	Paid 4/1/16. Receipt #473567
Total Due for Lien Satisfaction	29,783.50	16,558.50	

*Daily fine reduced 50% by City Manager. Council notified during City Manager report to Council

**Property tied into central waste water system 2/12/16

Lien #2012-43 20717 Walnut St. (Demolition of unsafe structure)

	Original Lien	Amended Amount Due	
Mailing Costs	101.83	101.83	
Special Magistrate Fee	525.00	525.00	
Administrative Costs: Demolition	4,280.00	4,280.00	
Lien Recording Fee	78.00	78.00	
Interest 6% per annum (9/28/11-4/25/16)	1,366.54	683.27	*Reduced 50%
Subtotal	6,351.37	5,668.10	
Record Satisfaction of Lien with Marion Cty	10.00	10.00	
Note: \$3.00 addition error on lien document	(3.00)	(3.00)	
Total Due for Lien Satisfaction	6,358.37	5,675.10	

*50% Interest reduction authorized by Council 5/9/16

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON CITY MANAGER

This outline is provided to assist the Dunnellon City Council in evaluation of the City Manager.

Evaluation categories are presented as well as areas for comment with regard to accomplishments in the past year or areas of need for improvement. Evaluation areas consider the provisions of the City Charter as they relate to the respective positions and place them within the context of management, legal and/or administrative principles in municipal government.

Use the following scale to rate the factors listed below:

Distinguished Performance **5**

- This rating describes performance which consistently exceeds job expectations, and reflects a thorough, efficient, and superior effort.

Commendable Performance **4**

- This rating consistently fulfills the requirements of the job.

Meets Expectations **3**

- This rating reflects performance which normally meets job expectations

Meets Minimum Expectations **2**

- This rating reflects that the person sometimes fails to fulfill the requirements of the job, and improvements are needed.

Unsatisfactory Performance **1**

- This rating indicates consistently fails to fulfill the requirements of the job.

Section I: Work Attributes Evaluation:

City Manager Evaluation: Circle the number you believe most closely reflects the performance in each area listed, using the performance description on the previous page

(1-Unsatisfactory Performance, 2-Meets Minimum Expectations; 3Meets Expectations; 4-Commendable Performance, 5-Distinguished Performance).

1. PERSONAL AND PROFESSIONAL SKILLS

						<u>SCORE</u>
<input type="radio"/> Composure, appearance, lifestyle, conduct or habits, and attitude fitting for an individual in executive position.	1	2	3	4	5	2.50
<input type="radio"/> Invests sufficient efforts toward being diligent and thorough in discharge of duties	1	2	3	4	5	2.75
<input type="radio"/> Knowledgeable of current developments affecting the management field.	1	2	3	4	5	2.75
<input type="radio"/> Has the technical skills necessary for operational competence, especially financial planning and control, administrative analysis, program direction and community planning.	1	2	3	4	5	2.25
<input type="radio"/> Has a capacity for innovation.	1	2	3	4	5	3.25
<input type="radio"/> Anticipates problems and develops effective solutions. Develops alternative approaches in implementing solutions.	1	2	3	4	5	2.50
<input type="radio"/> Willing to try new ideas proposed by Council Members or staff.	1	2	3	4	5	3.0
<input type="radio"/> Participates as necessary in municipal associations/activities at all levels.	1	2	3	4	5	3.50
<input type="radio"/> Maintains rapport with various other governmental jurisdictions and/or agencies.	1	2	3	4	5	3.40
<input type="radio"/> Open to criticism and regards it as a learning experience. Willing to adapt.	1	2	3	4	5	3.0
<input type="radio"/> Maintains a high degree of personal integrity. Actions and decisions reflect moral and ethical standards.	1	2	3	4	5	2.20

O Viewed with respect by others inside and outside the organization. 1 2 3 4 5 **2.40**

1. PERSONAL AND PROFESSIONAL SKILLS continued

O Effectively utilizes professional seminars and conferences to continuously improve his skills in the profession. 1 2 3 4 5 **3.25**

O Energetic and willing to spend whatever time it takes to do a good job. 1 2 3 4 5 **3.25**

O Tries to understand the values, attitudes and goals of others. 1 2 3 4 5 **2.75**

O Unemotional and unbiased in his decision making. Rational, impersonal viewpoints based on facts and qualified opinions are used. 1 2 3 4 5 **2.25**

Total Possible Points – 80 45.0

Comments:

Councilman Dillon:

Mr. Esch works well with Marion County staff members. However, when dealing with the general public he does not instill confidence in his leadership.

Councilman Hancock:

Eddie Needs to listen to understand other points of view and concerns. Then offer solutions based on an objective approach.

De-personalize communications to improve interactions and focus on the problem, and not the people involved.

Demonstrate openness to change, and promote effective problem solving approaches.

Stop blaming problems on others, and focus on the solutions.

Mayor Whitt:

Mr. Esch's private sector experience brings a fresh perspective to government that is reflected in his personal and professional approach.

2. PROVIDES EFFECTIVE SUPPORT TO COUNCIL

O Responds equally to the Mayor and each member of Council, and implements directives of the Council as a whole rather than those of any one Council Member. 1 2 3 4 5 **2.50**

O Responds to requests for information, suggestions, or assistance by Council. Is readily available to Council either personally or through designated staff.	1	2	3	4	5	3.0
O As requested by Council, assists the Council in establishing policy, while acknowledging and understanding that the Council has ultimate authority in policy creation.	1	2	3	4	5	2.75
O Receptive of constructive criticism and advice.	1	2	3	4	5	3.0
O Implements Council action in accordance with the intent of the Council. Supports the action of the Council after a decision has been reached.	1	2	3	4	5	3.0
O Enforces City policies. Reviews enforcement procedures periodically to improve effectiveness.	1	2	3	4	5	3.0
O Informs the Council of administrative developments. Assists the Council in resolving problems at the administrative level to avoid unnecessary legislative action.	1	2	3	4	5	3.25
O Understands the City's laws and ordinances.	1	2	3	4	5	2.80
O Offers workable alternatives to the Council for changes in the law when an ordinance or policy proves impractical in actual administration.	1	2	3	4	5	3.25
O Provides the Council with accurate and comprehensive reports concerning matters of importance to the City.	1	2	3	4	5	2.50
O Reports are generally produced through own initiative rather than only when requested by Council. Reports which relate to problems include pertinent information and offer alternative approaches to resolving problems.	1	2	3	4	5	2.50
O Maintains effective communications, both written and verbal, with members of Council.	1	2	3	4	5	2.75

<p>O Plans and organizes materials and presentations by himself or by sub-ordinates for the Council (i.e. Council Agenda), in a clear, concise, and comprehensive manner.</p>	1	2	3	4	5	3.0
<p>O Prepares a balanced budget reflective of the requirements of the City organization to provide services at a level intended by Council. Suggests appropriate use of available funds, conscious of the need to operate the City efficiently and effectively.</p>	1	2	3	4	5	2.50
<p>O Proposed budget is in an intelligent format. Provides guidance and assistance to Council during the budget process.</p>	1	2	3	4	5	3.0
<p>O Prepares a Capital Improvement Program which reflects efficient, effective systematic planning for the future.</p>	1	2	3	4	5	2.25
<p>O Assists the Council in setting short-term and long term goals for the City.</p>	1	2	3	4	5	2.25
	Total Possible Points – 85					47.3

Comments:

Councilman Dillon:

Mr. Esch does not provide the same level of support to all council members. Mr. Esch threatened to file a restraining order against one of the council members.

Councilman Hancock:

*Better communication of all the facts; improve accuracy of information the first time.
 Get ahead of issues instead of putting out fires, with less last minute needs requiring action.
 Took ten months to fill police chief position, and many different approaches that didn't work.
 Under-managed a serious harassment issue that embarrassed the city and all involved, and could have created law-suit issues through initial in-action.
 No capital budget exists for tracking replacement needs and funding requirements.
 No new revenue streams created since hire, which are sorely needed.
 Potential \$40k cost to city for lack of charter understanding of shared expenses, 1/3-1/3-1/3.
 Has not led operating improvement measures needed to balance city revenue and expenses.*

Mayor Whitt:

Although the Council continues to change, Mr. Esch has proven himself to be flexible to the changing needs when providing support to Council.

3. CONTINUES TO IMPROVE QUALITY SERVICES TO CITIZENS

O Maintains an interest in and devotion to the community and its citizens. Takes an appropriate part in community activities.	1	2	3	4	5	3.25
O Willing to meet with members of the community and discuss their interests and concerns.	1	2	3	4	5	3.50
O Effectively communicates Council policies and directives to the public.	1	2	3	4	5	3.0
O Works with the news media to inform the media about City activities and Council's policies.	1	2	3	4	5	2.50
O Displays skills for effective relations with various "types" of public (i.e. media, business community, civic groups, etc.	1	2	3	4	5	2.75
O Either personally or through designated staff, effectively works with outside agencies and other units of government with regard to managerial performance and intergovernmental relations.	1	2	3	4	5	3.50
O Either personally or through designated staff, is responsive to citizen complaints or suggestions, and handles them in a proper and timely manner.	1	2	3	4	5	3.50
O Attempts to insure that an attitude and feeling of helpfulness, courtesy and sensitivity to public perception exists in all coworkers.	1	2	3	4	5	3.25
O Establishes and maintains an image of the City to the community that represents quality services, vitality and professionalism.	1	2	3	4	5	2.50
O Attitude of the community toward the Manager is one of integrity, credibility, and ability.	1	2	3	4	5	<u>2.20</u>
	Total Possible Points - 50					29.95

Comments:

Councilman Dillon:

Mr. Esch has a difficult time dealing with the local business community.

Councilman Hancock:

Take better personal approach to public interactions and earn trust and respect, ie reduce negative perceptions and increase positive ones.

Take responsibility rather than shift blame, ie. "media is biased and can't be worked with."

Mayor Whitt:

With limited resources, Mr. Esch has maintained and/or improved city services during his time as city manager.

Councilman Winkler:

As a city manager you need to be known as someone who does the right things for the right reasons.

4. SUPERVISE CITY OPERATIONS

- | | | | | | | |
|--|---|---|---|---|---|------|
| <input type="radio"/> Encourages department heads to make decisions within their own jurisdiction without his/her specific review and approval yet maintains general control of administrative operations. | 1 | 2 | 3 | 4 | 5 | 2.75 |
| <input type="radio"/> Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their program. | 1 | 2 | 3 | 4 | 5 | 2.25 |
| <input type="radio"/> Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the City Manager's office. | 1 | 2 | 3 | 4 | 5 | 2.50 |
| <input type="radio"/> Evaluates personnel periodically and points out staff weaknesses and strengths. Takes corrective action as necessary to improve staff activities and operations. | 1 | 2 | 3 | 4 | 5 | 2.75 |
| <input type="radio"/> Takes responsibility for setting realistic and pertinent goals for organization. Strives to make the organization action or results oriented. | 1 | 2 | 3 | 4 | 5 | 2.75 |
| <input type="radio"/> Displays flexibility in his leadership style. | 1 | 2 | 3 | 4 | 5 | 2.75 |
| <input type="radio"/> Has the capability and willingness to make hard choices/decisions when required or necessary. | 1 | 2 | 3 | 4 | 5 | 3.25 |
| <input type="radio"/> Accepts full responsibility and accountability for decisions and actions of subordinates. | 1 | 2 | 3 | 4 | 5 | 2.50 |
| <input type="radio"/> Has the ability to effectively motivate groups and individuals. | 1 | 2 | 3 | 4 | 5 | 2.25 |
| <input type="radio"/> Knowledgeable of City laws and ordinances and others that affect municipal operations. | 1 | 2 | 3 | 4 | 5 | 3.25 |

4. SUPERVISE CITY OPERATIONS continued

<input type="radio"/> Effective in recruiting, selecting, directing, and developing staff members who report to him.	1	2	3	4	5	2.50
<input type="radio"/> Demonstrates the ability to develop and present new ideas, procedures, or processes, and strives to create an environment that promotes innovation and accomplishment.	1	2	3	4	5	2.75
<input type="radio"/> Keeps the Council informed of legislative trends, as well as new technologies and methods related to City activities.	1	2	3	4	5	<u>2.75</u>
	Total Possible Points - 65					35.0

Comments:

Councilman Dillon:

Mr. Esch micromanages city staff. He holds up staff's ability to move forward on city projects.

Councilman Hancock:

Goal should be to lead by example and leadership rather than through power of position.

What accomplishments are of note for the City Manager this past year?

Councilman Dillon:

Establishing close relationships with Marion County staff members.

Councilman Hancock:

Items 2 – 3 – 9 – 10 - 11 on established goal sheet.

There are other goals in process but incomplete at this time.

Personal strength appears to be project oriented tasks versus organization management, as he has done good work on some specific projects, particularly related to public works, utilities, etc. Hotel construction project efforts.

Councilman Green:

Completion of Rio Vista Wastewater System.

Mayor Whitt:

Initiated fire assessment. Maintained both police and fire departments throughout a tumultuous time.

Secured multiple grants, funding for technical assistance for comp planning and water/sewer connectivity. Final decommissioning of Rio Vista sewer plant. Balanced city budget.

What areas need the most improvement? Why? What constructive, positive ideas can you offer the City Manager to improve these areas?

Councilman Dillon:

Mr. Esch needs to improve his interaction with city staff members. He should not take credit for assisting the city staff in completing assigned tasks when it is not warranted. If he can improve his interaction with staff members, he would instill a level of trust on the employee's part and therefore they would feel what they are doing matters.

Councilman Hancock:

*Improve time management, and "get it right the first time."
Improve inter-personal skills, with focus on all the facts and de-personalize interactions.
Get on top of issues and plan ahead, with more creative approach to resolution of financial issues.
Administrate all policies objectively and effectively, and improve inter-personal relationships with all stakeholders.
Take Dale Carnegie courses, business management courses, and human resource courses.*

Mayor Whitt:

With the City finally showing positive growth, a focus on capital improvement reserves and general fund reserves should be paramount in the next budget.

Please identify any changes you would like to see the City Manager make regarding leadership style, interpersonal relations, community relations, or managerial effectiveness:

Councilman Dillon:

Mr. Esch needs to reach out to all council members to the same degree. When contacted by a member of the business community, he needs to do everything in his power to address the problem presented to him. Mr. Esch would be a more effective leader if he would address each problem as it comes to his attention. If this does not happen, problems start to pile up and become overwhelming.

Councilman Hancock:

*Eddie needs to appreciate that he is a public figure in a public business, and needs to expand his ability to interact with all members of the public, council members, staff, and the media.
Provide a professional, objective approach to problem solving, and without personalizing issues.*

Mayor Whitt:

Continue to work toward getting the best out of city staff and maintain a positive working environment.

Please list and prioritize goals and objectives for the City Manager for the upcoming year to be reviewed during the next evaluation: Please attach sheets if necessary:

Councilman Hancock:

*Create a financial plan of action to track, and address all financial responsibilities facing the city.
Bring balance between un-restricted revenues and un-restricted expenses in order to properly balance the city's budget, and educate the council on the importance of doing so.
Put a formal capital expenditure program in place and provide solutions for generating the necessary dollars to fund capital needs.
Improve inter-personal skills to a level that earns respect and improves his integrity from all stakeholders.
Become a leader, and take a professional approach with all stakeholders.
Provide a menu of solutions for council to make decisions, particularly related to complex financial issues.*

Councilman Green:

Repeat same as last year.

Mayor Whitt:

*Trail connectivity/ Off-street parking/ Continue to enhance economic incentives for new business/
Evaluate city fee structures/ Implement fire assessment.*

Councilman Winkler: *List attached*

Section II: Salary Recommendation: Not budgeted.

Salary Recommendation: Check the appropriate salary adjustment category.

Dillon, Hanock, Green, Whitt, Winkler	X	0%			5.0%
		1.0%			6.0%
		2.0%			7.0%
		3.0%			8.0%
		4.0%		_____	_____ %

Is probation being recommended? Yes (X)(Green) No (X)(Whitt)

If yes, please explain:

Councilman Hancock:

Eddie should be thanked for all his efforts on behalf of the city.

Unfortunately, he is a first time City Manager trying to manage a city in financial turmoil, and needing to manage public expectations that could overwhelm even a seasoned veteran.

His background and personal skills relate to completing specific tasks and projects, whereas a professional city manager requires good inter-personal, administrative, and leadership skills to accomplish results.

There are several personal skill areas needing immediate and extensive improvemet, and the efforts required to achieve these skills could slow down the management effort needed to move the city forward in a difficult period.

Eddie must convince city council members that he is ready, willing, and able to accomplish all the personal aspects and professional results that he needs to achieve in order to move the city forward. If he can, then Eddie should be placed on probation and monitored for necessary improvement and timely accomplishments that must be professionally completed.

Or, perhaps it is time, and more appropriate, for change in administrative leadership to bring a professional approach, with fresh ideas and perspectives, and a new energy level to take the city in the direction it needs to go.

Councilman Winkler:

The City has a debt service of \$20,250,000. There is no money for a salary increase.

Individual evaluations submitted by Councilmembers on file in City Clerk's office. Reviewed at Council Workshop on 06/08/2016 and Approved at 06/13/2016 Council meeting.

EVALUATOR: Submitted to City Council by City Clerk Date: 05/26/2016

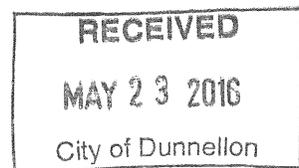
CITY MANAGER EDDIE ESCH'S ANNUAL EVALUATION

Preparing an evaluation for a relative is very difficult, especially when the evaluation is not a positive one. As a seated councilman, I am obligated regardless of how long I have been on the City Council to evaluate the City Manager. I will only present the facts as I know them. This evaluation is not based on hearsay or newspaper articles. It is based on conversations with you and the council meeting and workshops that I have attended. You are a good husband, father, and provider. You have a work history of being a very good Project Manager on projects that are infrastructure related.

I know you will not feel good about this evaluation, but you need to put it behind you. It is a cliché, but it is true that we all make mistakes and no one is perfect. Every one of us has “blown it”, often seriously and yet we have still managed to somehow overcome our errors and mistakes and move on successfully through life.

Please understand this is not personal. I have no vendetta, no grudge and take no pleasure in writing this evaluation.


Larry Winkler
City Council Seat #2



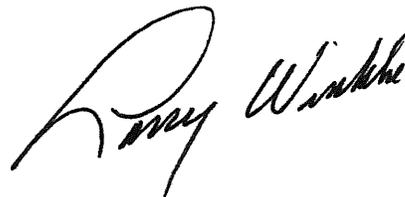
TENET THREE OF THE ICMA COE OF ETHICS

Your Employee Agreement states upon your employment, you will become a member of the International City/County Management Association (ICMA) and said employee is subject to the ICMA Code of Ethics.

TENET THREE OF THE ICMA CODE OF ETHICS states; “Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the RESPECT and CONFIDENCE of the elected officials, of other officials and EMPLOYEES”.

The following evaluation is based on facts and observations below. With the facts I give a rating of 1.

You violated Tenet 3 of the ICMA Code of Ethics. You failed to provide crucial information with the City Council regarding the Fleeger/Bowne incident. You were told after the City Council’s Special Meeting on December 8th, 2015, by an employee with two other employees present what had taken place at the Light Up Dunnellon incident. To my knowledge, you have yet to come forward and said; Yes, I was made aware of the incident on December 8th, 2015. Instead, you left two employees to be crucified for two months. By doing so, you lost the respect and confidence of some, if not, all of your employees. When a manager loses the respect and confidence of their employees, they never get it back.

A handwritten signature in black ink, appearing to read "Ronny Washke". The signature is written in a cursive, flowing style.

EMPLOYEE AGREEMENT #2014-02

Section 41-Streets

Employer hereby agrees to employ Edwin R. Esch, Sr. as City Manager of said employer to perform functions and duties specified by the City Charter and City Codes.

With the stated facts listed below, I give a rating of 1.

Listed on the City Council agenda on May 9, 2016 was the request for approval for funds to reconstruct and pave Short Tower Way. The agenda item was at your request. One hundred percent of the cost of the project was to be paid for by the City. Had the project been approved it would have cost the City thousands of dollars. This project as presented was in violation of the City Charter. To make it simple, the City Charter states, Property owners on each side of the street will pay 1/3 of the cost and the City will pay 1/3 of the cost.

A friend of mine, Joe Cone an Ex-County Administrator of Marion County and later became the City Manager for Lake City, Florida. On the first day of his job as City Manager he was required to read, understand, and remember the Lake City Charter!

A handwritten signature in black ink, appearing to read "Ray Duth". The signature is written in a cursive style with a large initial "R" and "D".

EMPLOYEE AGREEMENT # 2014-02

Section 2: Term's

A. Employee agrees to remain in the exclusive employ of Employer, until May 12, 2017, and neither to accept other employment nor to become employed by any other employer until said termination date, unless terminated earlier as provided in this agreement.

With the stated fact listed below, I give a rating of 1.

This year you have applied for other County Jobs in this area. This tells me that you have no intentions of honoring this section of your contract, if hired elsewhere. However, you would expect the City to honor the entire contract. No one is going to hire you and wait until 2017 for you to begin work. This alone is a reason for dismissal.

A handwritten signature in black ink, appearing to read "Roy D. White". The signature is written in a cursive style with a large initial "R".

PERSONAL AND PROFESSIONAL SKILLS

Item #9

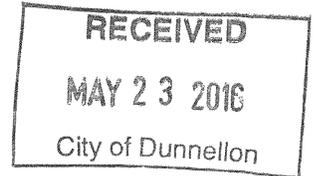
With the stated facts listed below, I give a rating of 3

You have a good rapport with the Marion County Commissioners and the County Administrator. When the County changed the sign at the airport, they left Dunnellon off. You were instrumental in getting Dunnellon back on the sign. The citizens of Dunnellon are very appreciative of your efforts.

Roy With

RECOMMENDED GOALS FOR THE CITY MANAGER

- 1. Reduce the City's Debt Service.**
- 2. Spend only on needs, not wants.**
- 3. Reduce cost of City Government by contracting out services and creating a two pay tier system.**
- 4. Reach out to volunteers to utilize their talents in city hall at no cost to the city.**
- 5. Form a partnership with the Chamber of Commerce and the Dunnellon Business Association to promote Dunnellon.**
- 6. Leadership style/team building. Be a charismatic, honest leader and the city employees will want to follow. Ask their opinion and ideas on issues and problems.**
- 7. The older generation, like me, very seldom checks the Dunnellon Web Site. We rely on the newspaper for information. Write a weekly newspaper article to keep the citizens informed of upcoming events, council meetings budget meetings, etc. Also, begin an employee of the month program. Devote one of the weekly newspaper articles to the employee of the month. Put their picture on the wall with EMPLOYEE OF THE MONTH on it. Have a designated parking spot for the EMPLOYEE OF THE MONTH.**
- 8. Look into placing a surcharge on all canoes, kayaks, and tubes rented in the city. This surcharge would be sent to the Florida Department of Revenue. The Department of Revenue distributes the surcharge back to the city or county that levy's the**



surcharge. These funds would help to pay for local authorized projects. Example - a parking lot on East Pennsylvania Avenue to replace the parking the bike trail will be taking away. A fee of \$2.50 would help the city and not put a large burden on the renters.

A handwritten signature in black ink, reading "Remy White". The signature is written in a cursive style with a large, looping initial "R".