Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
July 11, 2016
5:30 P.M.
Following the 5:00 p.m. CRA Board Meeting

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

Call to Order

Pledge of Allegiance

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

Roll Call

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

Chairman's Comments Regarding Agenda
Public Comments

CONSENT AGENDA

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

1. **CITY COUNCIL WORKSHOP MINUTES**

   June 8, 2016

   Documents:

   cwm20160608.pdf

2. **AUTHORIZE MAYOR TO SIGN SPECIAL POLICE DETAIL ADMINISTRATIVE POLICY #POL2016-01**

   Documents:

   pol2016_01specialdetail.pdf

3. **AUTHORIZE COUNCILMAN HANCOCK, CITY COUNCIL LIAISON OF THE UTILITY ADVISORY BOARD AND HUGH LOCHRANE, CHAIRMAN OF THE UTILITY ADVISORY BOARD TO BECOME COUNCIL AND UAB CONTACTS ALONG WITH THE INTERIM CITY MANAGER FOR**

ALL AGENCIES, GOVERNMENT BODIES, ETC. GOING FORWARD WITH REGARD TO EVALUATING THE FUTURE OF THE CITY'S UTILITY SYSTEM ALONG WITH ANY PROPOSED EXPANSION AND REPORT BACK TO CITY COUNCIL, WHO WILL MAKE THE FINAL DECISION

4. **AUTHORIZE STAFF TO RELEASE PROPOSED SETTLEMENT OF OUTSTANDING CHARGES TO DATE BETWEEN THE CITY AND FLORIDA FIBER NETWORKS**

   Documents:

   CouncilProposalltrtoFFN071216R.pdf
   FFN_DUNNReconcilCityPropos071216.pdf

5. **AUTHORIZE MAYOR TO SIGN LETTER ACCEPTING BB&T'S PROPOSAL**

   Documents:

   RefProposalAcceptance071216.pdf
   bbtacceptscitycounteroffer.pdf

6. **AUTHORIZE MAYOR TO SIGN DEO #15DB-OJ-05-52-E02 GRANT AGREEMENT #AGR2014-36 CHOICE HOTEL WATER MAIN GRANT MODIFICATION AMENDMENT #1**

   Documents:

   cdbgagr2014_36amend1.pdf

7. **AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-12 WITH GWP CHOICE HOTEL WATER MAIN EXTENSION, CHANGE ORDER #4 IN THE AMOUNT OF $933.70**

   Documents:

   agr2016_12gwp.pdf

8. **AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-22 WITH KIMLEY HORN, IPO #53 - JULIETTE FALLS WASTEWATER TREATMENT FACILITY OPERATING PERMIT RENEWAL**

   Documents:

   agr2016_ kimleyhornIPO53.pdf

CONSENT AGENDA APPROVAL

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

REGULAR AGENDA

9. **SPECIAL PRESENTATIONS**

    - *Introduction of Special Guest : 2016 U.S. Paralympic Track Team Member Regas Woods- Councilman Green*
    - *Special Presentation by American Legion - John Taylor*
    - *Special Presentation by Chief McQuaig*

10. **QUASI JUDICIAL HEARING ORDINANCE #ORD2016-05, REZONING #REZ2016-01 FIRST BAPTIST CHURCH (Advertised On 6/10/2016 On The City's Website And On 6/30/2016 In The Riverland News)**

    Documents:

    ORD2016_05RezoneFirstBaptistPOP.pdf
    SurrOwnerNoticeREZ2016_01.pdf

11. **FINAL READING ORDINANCE #ORD2016-05, REZONING #REZ2016-01 FIRST BAPTIST CHURCH - 20831 POWELL RD**

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

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

    Documents:

    ORD2016_05FirstBaptistREZ2016_01_1st.pdf

12. **PROCLAMATION #PRO2016-08, 2016 CITY COUNCIL ELECTION**

    PROPOSED MOTION: I move Proclamation #PRO2016-08 be read into the record.

    PROPOSED MOTION: I move Proclamation #PRO2016-08 be approved.

    Documents:

    pro2016_08_Election 2016.pdf

13. **PUBLIC HEARING ORDINANCE #ORD2016-06, CHARTER CHANGES - CITY MANAGER (Advertised On 6/24/2016 On The City's Website And On 6/30/2016 In The Riverland News)**

    Documents:

    ORD2016_06PropoCharterAmendPOP.pdf

14. **FINAL READING ORDINANCE #ORD2016-06, CHARTER CHANGES - CITY MANAGER**

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

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

Documents:

ORD2016_06CharterChangescityman_2nd.pdf

15. **PUBLIC HEARING ORDINANCE #ORD2016-07, PARKING TICKET AMENDMENTS (Advertised On 6/24/2016 On The City's Website And On 6/30/2016 In The Riverland News)**

Documents:

ORD2016_07ParkingTicketsPOP.pdf
sampleticket.pdf

16. **FINAL 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_07ParkTicketAmend_2nd.pdf

17. **PUBLIC HEARING ORDINANCE #ORD2016-08, BOATING TICKET AMENDMENTS (Advertised On The City's Website On 6/24/2016 And In The Riverland New's On 6/30/2016)**

Documents:

ORD2016_08BoatingTicketsPOP.pdf

18. **FINAL 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_08BoatTicketAmend.pdf

19. CERTIFY THE CITY OF DUNNELLON'S TAXABLE VALUE FOR 2016

PROPOSED MOTION: I move the 2016 Certification of Taxable Value be approved with the proposed millage rate of 8.50. I further move the public hearing date for the tentative budget and millage rate approval be set for September 12th, 2016 and the final public hearing on September 26th, 2016.

Documents:

DR420Council Meeting_071116.pdf

20. COUNCILMAN DILLON

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

21. COUNCIL LIAISON REPORTS AND COMMENTS

22. CITY MANAGER'S REPORT

23. CITY ATTORNEY'S REPORT

24. ADJOURN

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

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

CITY OF DUNNELLON
CITY COUNCILWORKSHOP

DATE: June 08, 2016
TIME: 5:30 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 5:32 p.m. and led the Council in the Pledge of Allegiance. He asked if any invitee or volunteer was present to open with prayer. There was none. Mayor Whitt called for a moment of silence.

ROLL CALL

The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Larry Winkler, Seat 2
Chuck Dillon, Councilman, Seat 3
Walter Green, Vice-Mayor, Seat 4; arrived approximately 5:55 p.m.
Richard Hancock, 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 & Cassady

PROOF OF PUBLICATION

Mrs. Bowne announced for the record the agenda for this meeting was posted on the City's website and City Hall bulletin board on Friday, June 3, 2016. Mrs. Bowne stated the agenda was amended to add backup as noted on the agenda.

AGENDA ITEM NO. 1 – BOARD REPORTS

Brenda D'Arville, Chair of the Planning Commission, provided her report.

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

- Water loss issue
- Rate study
- Cancellation of UAB June meeting
- Approval of a flatbed equipment trailer purchase

- Vacancy on Board for the City
- Approval of RFP for installation of radio meters
- Audit report

Council agreed to address Agenda Item #4 next.

AGENDA ITEM NO. 4 – AGREEMENT #AGR2016-29 TPO INTERLOCAL AGREEMENT – GREG SLAY, DIRECTOR

Mr. Slay explained this document has been updated from the 2004 version, which was instrumental in establishing the TPO and there are no material changes.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO.2–DUNNELLON BUSINESS ASSOCIATION REPORT

Danielle Stevens, Assistant Executive Officer, provided her report on the following:

- Passport to Dunnellon program
- Raffling of a kayak
- Next meeting held June 28th, 5:30 p.m. at the Boulevard Bistro

AGENDA ITEM NO. 3 – DUNNELLON CHAMBER OF COMMERCE REPORT

Doris Magursky stated Penny Lofton is continuing to recover from her surgery and she is working from home. Mrs. Mugursky reported on the Boomtown Blast fireworks event which is scheduled for Monday, July 4th at 6:00 p.m. She stated they are in need of funds. She said checks may be mailed to the Chamber or dropped off at the office from 9:00 a.m. to 3:00 p.m., Monday through Friday.

AGENDA ITEM NO. 5– PRESENTATION BY DAVID ORSHAN AND HIM GISSY OF FLORIDA FIBER – REQUEST TO PURCHASE OLD LIBRARY BUILDING

David Orshan, Chief Operating Officer from Florida Fiber Networks, provided a brief introduction of himself and the company. He introduced his financial partner, Jim Gissy, who also provided a brief background of himself and discussed his interest in buying the City's old Library Building.

Council and staff engaged in discussion with Mr. Orshan and Mr. Gissy and asked several questions. Mr. Orshan assured Council he was interested in becoming a partner to the City and working to amicably resolve the outstanding payables.

AGENDA ITEM NO. 6 – PARKING TICKET PRESENTATION BY CHIP RICH, SENIOR PROJECTS ADMINISTRATOR FOR CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT

At the request of Chief McQuaig, Mr. Rich provided Council with a sample of a digital "Passport Parking Citation" and explained the many benefits and the ease this process can provide to both the public and staff. He stated Ocala has been using this technology since

2011 or 2012 and are very pleased with it. He discussed ideas and made recommendations with regards to controlling parking based on his experience with City of Ocala.

AGENDA ITEM NO. 7 – ORDINANCE #ORD2016-07 AND #ORD2016-08, AMENDING PARKING AND BOATING TICKETS

Attorney Hand explained the current parking tickets have no criteria or elective appeals process. He said the proposed ordinance would provide the violator thirty (30) days to pay to the Marion County Clerk of Courts or the violator may file an appeal with the fifth judicial circuit.

Mrs. Bowne asked if an agreement would be required for the county court system in order for them to collect the fines on behalf of the City.

Mr. Esch said there would be some type of interlocal agreement required.

Mrs. Bowne explained there was an existing appeal's process in the waterways ordinance for boating tickets, but the appeal was to the City's Special Magistrate which would cost the City because we cannot legally recoup the full cost of the Special Magistrate. Mrs. Bowne said the modification to the proposed ordinances would provide one process for all tickets.

Attorney Hand stated no interlocal agreement is required for the first reading of the ordinances.

Council agreed to move forward with first reading of ordinances.

AGENDA ITEM NO. 8 – BB&T REFINANCE REQUEST LETTER

Mr. Esch explained the first correspondence sent to BB&T was asking them to consider a sixteen (16) year refinancing term at the current 2.64% interest rate. He said BB&T responded and said they found the City's audit to be acceptable and agreed to initiate a second five (5) year agreement at 2.64% with a balloon at the end, but amortized over 16 years, so the payments would stay the same. He stated Councilman Hancock has prepared a draft proposal that he feels would be better for the City.

Councilman Hancock stated BB&T's proposal did not meet his goal, which was to eliminate the balloon and keep the debt the same. Councilman Hancock explained his current proposal of a "re-payment schedule," provided as follows:

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

Councilman Hancock stated the payment of $460,000 is budgeted this year and it was his starting point. He pointed out if the City's finances stay the same, approximately every 2 years the City may have to raise the water/sewer rates by 1% to cover the additional payment.

Councilman Dillon said he does not want to have to re-visit this loan in five (5) years and the BB&T proposal does not help the City. He said what Councilman Hancock has presented is fine. He said he is not saying we are not going to have to raise the rates, but he thinks there is a good possibility with management and adding customers to the system, we might not have to do that.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 9 – DRAFT EDUCATION AND QUESTION MATERIAL FOR TAX PAYERS – COUNCILMAN HANCOCK

Councilman Hancock discussed the limited timeframe for mailing out the educational material to the taxpayers. He stated the material should provide the taxpayers with an overview of both sides and an understanding of the cost, based on what the public would like to see. He said staff can start preparing the formatting of the questionnaire and when the numbers are received, they can be entered.

Mrs. Bowne said she has been working with the assistant property appraiser and has been able to simplify the process. She said they have provided her lists for both the voters and the taxpayers. She stated the target audience is primarily the taxpayers of record.

Mayor Whitt stated the fire assessment is vital in moving our city forward and when looking at some of the facts across the state, it has pulled some small cities out of the hole. He suggested inserting the word "annual" in the options being considered.

Council and staff engaged in lengthy discussion regarding the numbers required from the Fire and Police Departments.

AGENDA ITEM NO. 10 – REVIEW/DISCUSSION – ORDINANCE #ORD2016-06, CHARTER REFERENDUM

Mayor Whitt stated he feels this is a huge step back for the City.

Attorney Hand said he was directed by Council to draft the proposed ordinance for submission to the electors asking if they wanted to eliminate the City Manager's position. He addressed the question in *Section 5*: "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" and reviewed the proposed changes in Exhibit A.

Mayor Whitt recommended to place "yes or no" in parentheses after the question. Attorney Hand stated he would amend this for clarification.

Councilman Hancock recommended amending the language in the heading of the proposed ordinance to allow Council the flexibility to manage department heads through a designee(s).

Attorney Hand stated he would have the proposed ordinance amended for first reading on Monday, June 13th.

AGENDA ITEM NO. 11 – DISCUSSION OF LIEN OF 20717 WALNUT STREET – COUNCILMAN DILLON

Councilman Dillon stated previously these liens have been reduced by 50% or forgiven. He said he is willing to pay $3,000 of whatever the amount of the lien and then purchase the property from the owner.

Council and staff engaged in brief discussion and agreed to place this item on the regular agenda.

AGENDA ITEM NO. 12 – PURCHASE APPROVAL REQUEST

Purchase Approval Request – dual axel, flatbed equipment trailer, 16,000 lb capacity for hauling utility department equipment

Mr. Esch explained the Utility Department does not have a trailer capable of towing its vehicles and equipment. He said the price for the trailer is $4,990 and $500 for delivery to the premises, bringing the total cost to $5,490. He said the Utility Advisory Board reviewed this request on May 16, 2016 and approved the purchase.

Council agreed to place this item on the consent agenda.

Agreement #AGR2016-30, Fox Chapel Iron Works
Mr. Esch explained this agreement is for the metal artwork for the 125th Anniversary Park. The total cost will be $5,100.

Council agreed to place this item on the consent agenda.

Agreement #AGR2016-21, Building Inspection Services #BID2015-06
Mr. Esch explained this agreement was presented to Council during the November 4, 2015 workshop. He said staff successfully negotiated 80% vendor and 20% City from the original bid of 90% vendor and10% City. He said the City Attorney amended the agreement and is being presented to Council for formal motion to approve and authorize.

Council agreed to place this item on the consent agenda.

Agreement #AGR2016-12, GWP Choice Hotel Water Main Extension Change Order 3
Mr. Esch said this change order is a request for unforeseen conditions encountered within the existing lift station. He said during an attempt to install new pumps, it was discovered the interior components of the wet well were deteriorated. The cost of this change order is $18,279.60.

Council agreed to place this item on the consent agenda.

AGENDA ITEM NO. 13 – CITY MANAGER ANNUAL EVALUATION
Mayor Whitt said he is concerned because four councilmembers did not evaluate Mr. Esch with anything higher than a three out of five and these four members want to move forward with a referendum to remove the City Manager. He stated he feels that Mr. Esch has done a fantastic job.

Mr. Esch addressed a newspaper article which stated he never joined the ICMA. He provided a copy of an email dated July 29, 2014, welcoming him to the ICMA. He proceeded to harshly address each council member and criticize their evaluation score and remarks/justification.

Councilman Hancock discussed his observations and reasons for his comments. He read the following from Page 11: "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 seasonal 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 improvement, 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."

Mr. Esch stated last year when he was presented with the list of city manager goals, instead of taking only five or seven items, he challenged himself and took on the task of all the items without realizing the many upcoming challenges that would take him away from his regular duties. He mentioned his lack of staff that other city managers have, and the issues with the Police and Fire Departments.

Council and staff engaged in discussion regarding the evaluations and the decisions made.

Council agreed to place this item on the regular agenda.

AGENDA ITEM NO. 14–COUNCIL COMMENTS
There were none.

AGENDA ITEM NO. 15 – CITY MANAGER COMMENTS
There were none.

AGENDA ITEM NO. 16 – PUBLIC COMMENTS
Comments were received by the following:

- Kathryn Taubert, 19436 SW 101st Place Rd
- Joan Duggins, 19687 SW 88th Loop
- Bob Cubbage, Vice-Chair of the CRA Advisory Brd.
- Bill Mcquire, 20202 Quail Run Drive
- Johanna Saldoto, 20202 Quail Run Drive
- Mary Ann Hilton, 12078 Palmetto Court
- Mathew Baillargeon,22637 SW Surf Blvd, Ocala
- Teresa Malmberg, Administrative Coordinator, Comm. Dev.

The meeting was adjourned at approximately 10:00 p.m.

Attest:

Dawn Bowne, MMC City Clerk	Nathan Whitt, Mayor

P:\minutes councilws\20160608.doc

City of Dunnellon, Florida
Administrative Policy

Title: Special Police Detail	Effective Date: 06/21/2016
Originating Department: City Clerk's Office	Supersedes: All previous and existing memos or departmental administrative policies in conflict
Policy Number POL2016-01	Distribution: All Applicable Employees

PURPOSE:
This policy outlines the procedures to be followed when paying police employees for any "Special Police Detail" scheduled through the Chief of Police. All special detail worked will be at the approval of the Chief of Police and subject to the terms of any applicable union contract.

The "Special Police Detail" is not a substitute for traditional or normal Law Enforcement services. The Chief maintains the right to deny participation in the special police detail to any person, firm, organization or client in which the presence of an off-duty office might be interpreted as a conflict of interest.

OBJECTIVES:

- To provide the Dunnellon community additional resources above and beyond normal level of service, for a fee, when staffing compliment safely allows for this resource to be provided. Any and all events worked by an off duty officer shall be within the jurisdictional boundaries of the City of Dunnellon unless an escort goes outside the city.

- To provide police officers the ability to volunteer for special detail assignments with the approval of the Chief of Police only when their schedule permits and the assignments do not result in an unsafe or unreasonable amount of hours being worked by the officer that would jeopardize his/her safety or the safety of the community.

- To ensure the City is properly reimbursed for any reasonable expenses including wage, benefits, gas, and vehicle expenses. The minimum charge shall be the amount applicable for 3 hours service, per employee used. A fee, plus mileage, shall be charged for each authorized vehicle used to fulfill an assignment which requires the use of a patrol vehicle.

- Officers will act within the scope and course of official duties while fulfilling permitted assignments and shall comply with all agency directives. If while working a detail, it becomes necessary to handle a situation requiring the officers authority, the officer working the detail will handle the situation if it is possible to do so without leaving his/her area of responsibility. If the officer cannot handle the situation without leaving his/her area of responsibility, the

on duty supervisor will be notified to assess the situation and determine how to proceed.

- If an individual is placed under arrest the on duty supervisor will be notified and will determine whether or not to pull the officer off the detail to transport and/or book the arrestee.

- No officer shall be eligible to work a special police detail while on light duty.

RESPONSIBILITIES:

The Chief of Police will:

- Consider requests for special detail work and assign an officer willing to accept such special detail assignment.
- Submit approved timesheets to the HR Department for payroll processing.
- Submit invoice to requestor for services performed at a rate of $35 (Blue Run Park Detail) per hour and copy payroll processing clerk. However, the bill rate is to be reviewed and adjusted based on the specific detail requested and will be adequate to cover the City's expenses.
- Special detail pay will be processed once payment is received by the City Clerk's office for such service.
- Officers will receive $30.00 per hour for special detail assignments.

The City Clerk's Office will:

- Process special detail pay for police officers through the regular payroll process following receipt of payment by requestor of special detail service.
- Monitor the expense to the City to ensure reasonable City expenses are being reimbursed through the special detail program to include FICA/Medicare Taxes, Retirement Expense, Work Comp Expense, Vehicle Insurance and Gas Expense.
- Blue Run Park Detail expenses as of this date are listed as follows:

    - 7.65% FICA/MED = $2.30 @ $30 per hour rate

    - Retirement Expense currently = $0

    - 3.72% Work Comp = $1.12

    - $346 annual premium Vehicle Insurance = $0.04 per hour

    - $2.169 (@appx. 15 mpg) x 2 = $0.29 (Appx. 1 mile each way to Blue Run Park Detail)

    - Total hourly expense for Blue Run Park Detail based on 2016 expenses = $33.75

AUTHORIZATION

The Chief of Police has the authority to approve or deny special detail assignment requests. The City Clerk has the authority to adjust the billable rate or the payable rate to employees with reasonable notice to allow the City to recoup reasonable expenses.

_____ _____

Dawn M. Bowne, Interim City Manager Date

_____ _____

Nathan Whitt, Mayor Date

CITY OF DUNNELLON

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

July 12, 2016

VIA E-MAIL: dorshan@flfibernet.com

Mr. David Orshan
Florida Fiber Networks, LLC
2295 South Hiawassee Road
Suite 407
Orlando, Florida 32835

Dear David:

The City is confident that it can reconcile its relationship with Florida Fiber and looks forward to a congenial, collaborative relationship with Florida Fiber in the years to come. At the workshop, Council reviewed and discussed FFN's reconciliation proposal. We offer the following counter proposal for your review as indicated on the attached spreadsheet.

Regarding rent for the premises, once FFN came into possession in September, 2015, it did so without the City Council's approval of an assignment of the lease, pursuant to the lease's terms. Therefore, it has been in possession of the premises without a lease. The City wants the base rent to be commensurate with comparable leases in the surrounding area per square foot, which is $ .80/sq. ft. With the rental area of the premises being 978 square feet (which includes a bathroom), the base rent would therefore be $782.40 for ten months, plus tax. This rental amount would be retroactive back to September 1 2015, when FFN came into possession. Therefore, FFN would owe back rent for ten (10) months, September 1, 2015 through June 30, 2016 in the amount of **$7,824.00** plus tax**.** Going forward, beginning July 1, 2016, the City Council does not want to enter into a long-term lease agreement at this time but will agree to a month-to-month lease.

Regarding internet and phone service, as you are now aware, the City has not had phone service through Florida Cable or FFN since between March and May, 2015. In a spirit of cooperation, though, we will agree to reimburse FFN for both internet and phone service for the ten months (September 1, 2015 through June, 2016) that you have owned the System in Dunnellon. By our calculations, the amount for internet and phone service is $1,759.57 per month for a total amount of **$17,595.72**. EFFECTIVE JULY 1, 2016, PLEASE ADJUST ALL

INVOICES TO REFLECT THAT THE CITY NO LONGER HAS PHONE SERVICE WITH FFN.

Given the above, it is the City's position that the City owes FFN for internet and phone service the amount of **$17,595.72**. FFN owes the City for rent ($7,824.00), building-related expenses ($5,920.90), and Duke Energy deposit charges ($3,953.64) in the amount of **$17,698.54**. If you are in agreement with our proposal we will forgo the amount of $102.82 (the difference between the amount FFN owes the City and the amount the City owes FFN) and expect payment from FFN in the amount of $17,595.72. Until this matter is resolved the City cannot move forward with creating a new lease.

If you agree to the City's counterproposal as expressed in this letter, please have an officer of FFN sign below, and we will move forward with preparing mutual releases.

I look forward to hearing from no later than July 19, 2016. We also look forward to a new day with FFN.

Sincerely,

Jan Smith
Finance Officer

Florida Fiber Networks, LLC

_____

_____
Print name & title

1				**FFN Proposal**						**City Proposed Reconcilation with Florida Fiber Networks**	
2											
3	**RENT**	rate		months		amount					
4		$	511.10	4	$	2,044.40	2015		**FFN Owes**	**City Owes**	**Comment**
5		$	503.44	6	$	3,020.64	2016				
6		**FFN**			**$**	**5,065.04**			$ 7,824.00		Base rent $782.40- 10 months Sept. 2015 -June 2016
7											
8	**Building Related Expenses**	$	9,421.17	1-14 through 2-15			represents $8,289.29 City to Duke Energy + $1,131.88 for security services	security stopped 3-15			
9		per month BRE based on revised amount of $8,289.29		months		total	Revised BRE cost for calculating FFN cost for occupancy	$ 8,289.29			
10		$	592.09	10	$	5,920.90		Sept 2015 through June 2016			
11		**FFN**			**$**	**5,920.90**			$ 5,920.90		Building Related Expenses - 10 months
12											
13	**Duke Deposit**				$	20,000.00					
14		inv 1-15 to 6-15		$ (5,498.10)							
15		inv 7-15 to 12-15		$ (5,930.46)	$	(988.41)	Per month cost for calculating FFN responsibility				
16	**FFN Deposit Charges**	$	(3,953.64)	includes 4 months at $988.41				**$ 3,953.64**	$ 3,953.64		Pole Attachements - 4 months
17											
18		**Lease payments**		**Bldg Related Expenses**		**Deposit charges**					
19	**Total FFN Charges**	**$**	**5,065.04**	**$ 5,920.90**	**$**	**3,953.64**	**Total Fees due from:**	**$ 14,939.58**			
20											
21	**FFN Monies due from City**										
22	**Invoices for Telephone and Internet service to the City**	Public Service		$ 10,596.03	through 6-30-16						
23		Water Water Treatment		$ 4,174.92	through 6-30-16						
24		Fire Dept.		$ 6,515.61	through 6-30-16						
25		City Hall		$ 17,415.11	through 6-30-16						
26		Police Dept.		$ 14,085.49	through 6-30-16						
27		**Total due to FFN**						**$ 52,787.16**		$ 17,595.72	Phone and Internet Service ($52,787.16 /30 mos. = $1,759.57 x 10 mos)
28									**$ 17,698.54**	**$ 17,595.72**	**Total Owed**
	Difference between what FFN owes									**$ (102.82)**	Net amount owed to City
29	and FFN is owed	City owes FFN :		**$ 37,847.58**							

CITY OF DUNNELLON

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

July 12, 2016

VIA E-MAIL: AGSmith@BBandT.com

Andy Smith
SR Vice President
BB&T Governmental Finance
1201 Main Street, Suite 700
Columbia, SC 29201

Dear Mr. Smith:

Thank you for your proposal to refund the City's $5,470,000 revenue bond set to mature on December 1, 2016. We accept the terms as outlined in the proposal dated June 29, 2016. We anticipate closing on or before August 12, 2016 and look forward to our continuing relationship with BB&T.

Sincerely,

Nathan Whitt
Mayor

BB&T

BB&T Governmental Finance

P.O. Box 714
Columbia, S.C. 29202
(803) 251-1328
Fax (803) 251-1329

June 29, 2016

Ms. Jan Smith
Finance Director
City of Dunnellon
20750 River Dr.
Dunnellon, Fl 34431

Dear Ms. Smith:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of Dunnellon ("City").

(1) Project: Refunding of Unit 00001, Water/Sewer Revenue Note

(2) Amount To Be Financed: $5,470,000

(3) Interest Rates, Financing Terms and Corresponding Payments:

This proposal addresses the refunding of the remaining principal of $5,470,000 from the City's 2011 Water and Sewer Revenue Note. Currently, there is a balloon payment due on December 1, 2016. We propose to refinance that principal amount over a ten year period at a rate of 2.54%. The City will continue to make interest payments each June 1 and December 1 and will make principal payments each December 1, commencing December 1, 2016. The schedule of principal amounts proposed by the City in its letter of June 13, 2016 is satisfactory to the Bank. At closing of the refunding, the City will pay any interim interest that accrued since the last payment.

The interest rate stated above is valid for a closing not later than 45 days after today. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel. If the transaction does not close in the 45 day time frame, the rate may change to reflect market movement.

Our legal review fee for this financing transaction shall be $5,000 and may be added to the principal amount borrowed. All applicable costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

This Bond will be prepayable in whole on any payment date without penalty.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T. In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Series 2016 Note plus 2% per annum from and after five (5) days after the date due.

The stated interest rate assumes that the City expects to borrow less than $10,000,000 in calendar year 2016 and that the financing shall comply with the IRS Code Sections 141, 148, 149(e) and 265(b)(3). The

Bonds shall comply with all Florida State statutes. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the Bonds. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing.

(5) Security:

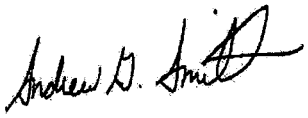
The Bonds shall be secured by a parity revenue pledge on the System revenues as well as grant fund revenues that may be received. Our security interest will remain the same as in the original documentation.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (803) 251-1328 with your questions and comments.

We look forward to hearing from you.

Sincerely,



Andrew G. Smith
Sr. Vice President

Meeting Date: July 6, 2016

From (Dept): Finance

Signature: Jan Smith
Department Director

Approved for Agenda: [illegible]
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: CDBG Agreement #2014-36 Choice Hotel Water Main Project Line Item Budget Modification-Amendment #1

SUMMARY EXPLANATION & BACKGROUND: City Council previously approved 2 change orders for the contract with Kimley-Horn the engineer for this project.

As a result of those change orders the City's grant agreement with DEO requires a budget modification. The modifications are a reduction in the budget for water lines of $11,500 and an increase in engineering of $11,500.

Attached you will find a detailed explanation of the need to amend the grant agreement.

FISCAL INFORMATION: **No change to total grant award**

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign grant agreement AGR2014-36 grant modification amendment #1 (DEO Agreement #15DB-OJ-05-52-02-E02)

Initiated by: JS

CITY OF DUNNELLON
CDBG CONTRACT #15DB-0J-05-52-02-E02
EXPLANATION OF CONTRACT AMENDMENT #1

Amendment #1 to the above referenced contract includes the following changes:

1. The budget for the Water Lines is reduced from $476,000.00 to $464,500.00, a reduction of $11,500.00;
2. The budget for the Engineering is increased from $85,000.00 to $96,500.00, an increase of $11,500.00.00

The budget revisions in the above referenced contract are necessary to pay for the additional work taken on by Kimley Horn the project engineers. The additional work involved two unplanned issues which came up during the course of construction. The two unplanned issues were as follows:

1. The first issue was DOT provided the City and the City's Engineer with incorrect date on the width of a portion of the US Hwy 41 right-of-way through which the water line connecting the two water systems was being run. Thus, the original design took a portion of the water line through private property and not the US HWY 41 right-of-way, therefore the engineer had to redesign the water line installation going thru this area. The engineer also had to revise the DEP permit for the project to reflect the new water line route and develop a change order for the contractor to utilize the new water line route. The engineer requested a change order in the amount of five thousand dollars ($5,000.00) to carry out this work, which was approved by the Department of Economic Opportunity and the City.

2. In the course of construction, the contractor encountered several gopher tortoise burrows along the water line route within the US Hwy 41 right-of-way. The area appeared to contain at least two (2) active gopher tortoise burrows along the water line route. The engineer requested a fee of eight thousand dollars ($8,000.00) to perform a gopher tortoise survey within the FDOT right-of-way, prepare the gopher tortoise relocation application and to work with the contractor to provide gopher tortoise relocation services. This fee was approved by the Department before the survey of the gopher tortoise burrows was carried out. After carrying out the gopher tortoise survey of the burrows, no gopher tortoises were found. The City previously approved a change order to Kimley Horn's contract to cover this work.

These two change orders increased the engineer's contract for the project by $13,000.00. When the original engineering contract for the project was signed, the amount in the engineering line item in the CDBG grant budget $85,000.00 exceeded the amount in the City's engineering contract with Kimley Horn Engineering for the project, $83,500.00 by $1,500.00. Thus the engineering line item in the CDBG contract had to be increased by an additional $11,500.00 to cover the full cost of Kimley Horn's contract Change Orders referenced herein.

If you need any additional information concerning this matter, please let me know.

Jan Smith

From: Fred Fox <fred.fox@fredfoxenterprises.com>
Sent: Wednesday, June 22, 2016 2:15 PM
To: Jan Smith; Melissa Fox
Cc: Melissa Fox
Subject: RE: Second Request-FW: CDBG Modification Documents
Attachments: 2014-29 Authorizing the Submission of an Application for the Small Citie .pdf; Explanation of Contract Amendment #1.docx

Jan:

The resolution only speaks to the filing of the application, a copy is attached. If it is the City's policy to take all contract amendments to City Council prior to execution than I would suggest you schedule the approval of the amendment for the July 11th 2016 City Council meeting.

I have attached an explanation of the need for the amendment. If you need additional information please let me know.

Fred D. Fox, President
Fred Fox Enterprises
221 Treasure Beach Road
St. Augustine, Florida 32080
Office Phone: (904) 810-5183
Cell Phone: (386) 937-1953

From: Jan Smith [mailto:jsmith@dunnellon.org]
Sent: Wednesday, June 22, 2016 1:10 PM
To: Melissa Fox <melissa.fox@fredfoxenterprises.com>; Fred Fox <fred.fox@fredfoxenterprises.com>
Subject: Second Request-FW: CDBG Modification Documents
Importance: High

I have not heard back from you on the email below.

PS. Please provide an explanation for this modification that I can give to the Mayor and city Council. (Since Eddie is no longer here)

Jan Smith
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Fax: 352-465-8505
Email: jsmith@dunnellon.org

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

From: Jan Smith
Sent: Thursday, June 16, 2016 11:38 AM
To: fred.fox@fredfoxenterprises.com
Cc: Melissa Fox
Subject: RE: CDBG Modification Documents

Fred,

Does the resolution we adopted for this grant state that the Mayor can sign grant modifications without having to go back before council? Please indicate where in the resolution if it is there. Otherwise I will not be able to submit these to DEO until after the July 11th meeting.

Jan Smith
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Fax: 352-465-8505
Email: jsmith@dunnellon.org

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

From: Doherty, Roger [mailto:Roger.Doherty@deo.myflorida.com]
Sent: Thursday, June 16, 2016 11:15 AM
To: mayor@dunnellon.org
Cc: Jan Smith; fred.fox@fredfoxenterprises.com; Anderson, Tammy
Subject: Modification Documents

Mayor Whitt:

Attached are two files with all of the documents needed for modification 1 to the City's CDBG subgrant agreement. Please have two copies of all of the pages in the two files printed out. (One file is the portrait-oriented pages; the other is the landscape-oriented pages. Please make sure that the landscape pages are not printed out in portrait orientation.) You will need to sign and date both copies of Form SC-44, **Modification to Subgrant Agreement**, and Form SC-35, **Request for Amendment**. Please make sure to attach all of the pages from the two files to the cover letter. If any of the pages are missing, our attorney will require another letter from you attesting to the fact that you had reviewed the missing pages prior to signing form SC-44.

The modification documents have gone through an extensive review process, so the Department should be able to execute the modification within a few days of receiving the signed documents. If you have any questions, please contact me or your grant manager, Tammy Anderson, at 850-717-8425.

Roger J. Doherty, CLEP
Planning Manager
Small Cities CDBG Program
Florida Department of Economic Opportunity
107 E. Madison St.
Caldwell Building - MSC 400
Tallahassee, FL 32399-6508
O: 850-717-8417
F: 850-922-5609
roger.doherty@deo.myflorida.com

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

Modification Number 1 to Subgrant Agreement Between the Department of Economic Opportunity and City of Dunnellon, Florida

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, ("the Department"), and City of Dunnellon, Florida, ("the Recipient"), to modify **DEO Contract Number** 15DB-OJ-05-52-02-E02, awarded on February 27, 2015 ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of $650,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Reinstate the Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

☐ **Extend the Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of (Type in the date, if applicable).

☒ **Revise the Activity Work Plan**

3. Attachment E, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment E, which is attached hereto and incorporated herein by reference.

☒ **Revise the Program Budget**

4. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

Modification Number: 1

DEO Contract Number: 15DB-OJ-05-52-02-E02

Recipient: City of Dunnellon

Page 2

☐ **Change the Participating Parties**

5. "(Type in the name, if applicable.)," is removed as a Participating Party to this agreement.

6. "(Type in the name, if applicable.)" is added as a Participating Party to this agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☐ **Include an Unmet Need as Addressed in the Original Application**

7. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

8. Attachment , Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment , which is attached hereto and incorporated herein by reference.

9. A revised Project Narrative, Form G-2 from Part II of the approved CDBG Application Form, which shows the unmet need from the original application that is being included in the Subgrant Agreement listed as addressed need, is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

10. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

☐ **Reflect the Change in Agency from DCA to DEO**

11. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

☒ **Other:**

12. Replace original pages 1-14, Attachments B, C, D, H, and I, and Exhibit 1 of the Subgrant Agreement with the enclosed revised pages 1-14, Attachments B, C, D, H, and I, and Exhibit 1.

Modification Number: 1

DEO Contract Number: 15DB-OJ-05-52-02-E02

Recipient: City of Dunnellon

Page 3

A ***Request for Amendment***, Form SC-35, shall be included with this Modification if there is a change to the Attachment A, Program Budget, of the Subgrant Agreement; if unmet need is being included as addressed need; or if there is a change in the number of accomplishments or beneficiaries.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Economic Opportunity

By: _____

Name: Paula Lemmo

Title: Chief
Division of Community Development

Date: _____

Recipient: City of Dunnellon, Florida

By: _____

Name: Nathan Whitt

Title: Mayor

Date: _____

STATE OF FLORIDA

DEPARTMENT OF ECONOMIC OPPORTUNITY

Contract Number: 15DB-OJ-05-52-02-E02 CFDA Number: 14.228

Rule Chapter: 73C-23, Florida Administrative Code

Effective: June 6, 2010

FFY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Economic Development

THIS AGREEMENT is entered into by the **State of Florida, Department of Economic Opportunity,** with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO"), and **the City of Dunnellon** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. DEO has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. DEO has statutory authority to disburse the funds under this Agreement.

THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work

The Recipient shall perform the work in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) ***FFY 2013 Application for Funding*** submitted by the Recipient on **September 25, 2014,** including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) Incorporation of Laws, Rules, Regulations and Policies

The Recipient and DEO shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B and G.

(3) Period of Agreement

This Agreement shall begin upon execution by both Parties, and shall end 24 months after the last signed date, unless terminated earlier in accordance with the provisions of **Paragraph (13) Termination,** of this Agreement. Any extension to this Agreement will not be granted unless the Recipient is able to provide substantial justification and the DEO Community Development Division Director approves such extension.

(4) Modification of Agreement

Either Party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, in compliance with rule 73C-23.0051(4), F.A.C. (which is incorporated herein by reference), signed by each of the Parties, and attached to the original of this Agreement.

(5) Records

(a) As applicable, the Recipient's performance under this Agreement shall be subject to **Title 2, Code of Federal Regulations (C.F.R.), part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.***

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six (6) years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at five thousand dollars ($5,000 or more at the time it is acquired shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Scope of Work** and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) Review the Audit Requirements listed in Attachment H of this Agreement. For local government fiscal years beginning after December 26, 2014, a Recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. part 200 unless it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment H, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed **Audit Compliance Certification,** a blank version of which is attached hereto as Attachment I, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed **Audit Compliance Certification** for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the **Audit Certification Memo** that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars ($750,000) in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment H, each Recipient should send an electronic copy of its audit report or an **Audit Certification Memo,** Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Tammy.Anderson@deo.myflorida.com

Please note that Form SC-47, and other such Forms referenced in this Agreement, are incorporated herein by reference, and are available either on DEO's Small Cities CDBG Program website at http://www.FloridaJobs.org/CDBGRecipientInfo or upon request from the CDBG program office.

(7) Reports

(a) The Recipient shall provide DEO with quarterly reports and an administrative closeout report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the **Scope of Work** and the expenditure of funds under this Agreement, in addition to any other information requested by DEO.

(b) A **Quarterly Progress Report**, Form SC-65, is due to DEO no later than fifteen (15) calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the **Administrative Closeout Report**, Form SC-62. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The **Administrative Closeout Report,** Form SC-62, is due forty-five (45) calendar days after termination of this Agreement or forty-five (45) calendar days after completion of the activities contained in this Agreement, whichever first occurs. The subgrant agreement closeout package must be submitted to DEO in compliance with rule 73C-23.0051(5), F.A.C.

(d) If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in **Paragraph (11) Remedies** or otherwise allowable by law. "Acceptable to DEO" means that the work product was completed in accordance with the terms of this Agreement, particularly the **Scope of Work**, and all applicable law.

(e) The Recipient shall provide additional program updates or information that may be required by DEO.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) Monitoring

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in the **Scope of Work** and that other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with **Paragraph (6) Audit Requirement**, above, monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by DEO. In the event DEO determines a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, DEO will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of all tasks.

(9) Liability

(NOTE: If the Recipient is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes (F.S.), pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

(a) The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(b) Any recipient which is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default

If any of the following events occur ("Events of Default"), all obligations on the part of DEO to make further payment of funds shall, if DEO elects, terminate and DEO has the option to exercise any of its remedies allowable by law and/or set forth in **Paragraph (11) Remedies**, below. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with DEO is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO.

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) Remedies

If an Event of Default occurs, then DEO may, upon thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least twenty-four (24) hour written notice, in conformity with **Paragraph (14) Notice and Contact**, and including the effective date of such termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to DEO any monies used for ineligible purposes under this Agreement and/or the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse DEO for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to any applicable remedies within rule 73C-23.0051(6)(d) and (e), F.A.C., 24 C.F.R. part 570, and 2 C.F.R. part 200.

(g) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. If DEO waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution

Disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on the Recipient. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Recipient files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination

(a) DEO may suspend or terminate this Agreement for cause with no less than twenty-four (24) hour written notice, including the effective date, to the Recipient. Cause can include, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient no less than twenty-four (24) hour written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the award in its entirety. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written modification to this Agreement. The modification shall state the effective date of the termination. The procedures for proper closeout of the Agreement shall be followed, in accordance with rule 73C-23.0051(5), F.A.C.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to DEO because of any breach of Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Tammy Anderson, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8425 – Fax: (850) 922-5609
Email: Tammy.Anderson@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ms. Jan Smith, Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, Florida, 34431-6744
Telephone: (352) 465-8500 - Fax: (352) 465-8505
Email: jsmith@dunnellon.org

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to DEO for approval. The Recipient agrees to include the following in the contract: 1) that the contractor is bound by the terms of this Agreement, 2) that the contractor is bound by all applicable State and Federal laws and regulations, 3) that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and 4) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S.

(16) Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties.

(17) Attachments

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A – Program Budget

Attachment B – State and Federal Statutes, Regulations, and Policies

Attachment C – Reports

Attachment D – Warranties and Representations

Attachment E – Activity Work Plan

Attachment F – Program, Category Specific, and Special Conditions

Attachment G – Civil Rights Compliance Assurance

Attachment H – Audit Requirements

Attachment I – Audit Compliance Certification

Attachment J – eCDBG Access Authorization Form

(18) Funding/Consideration

(a) The funding for this Agreement shall not exceed **$650,000**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the **Scope of Work.**

(c) All funds shall be requested in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment J, to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. § 570.489(b), pre-agreement costs reflected in the Recipient's ***Application for Funding*** as originally submitted that relate to preparation of the ***Application for Funding*** are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein DEO agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer, or under **Subparagraph (20)(i), Mandated Conditions,** of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days of receiving notice from DEO.

(19) Repayments

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 C.F.R. § 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's ***Application for Funding***.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall repay all funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483.

(e) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of fifteen dollars ($15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Mandated Conditions

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of DEO and with thirty (30) calendar days written notice to the Recipient, cause the termination of this Agreement and the release of DEO from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County; the Parties waive any right to jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) Any recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

2. Have not, within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in **Subparagraph (20)(h)2., Mandated Conditions,** of this Agreement; and

4. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send a completed Form SC-37, ***Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions,*** to DEO for each contractor that the Recipient plans to hire under this Agreement. The form must be received by DEO before the Recipient enters into a contract with the respective contractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(m) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119 F.S.

(21) Lobbying Prohibition

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

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

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

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in **Subparagraphs (21)(b)1. and 2., Lobbying Prohibition**, above.

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

(22) Copyright, Patent and Trademark

Any and all Patent Rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all Copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the Recipient to the State of Florida.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under **Subparagraph (22)(b), Copyright, Patent and Trademark**, have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference. The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities

(a) The Recipient shall allow public access to all records made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(b) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(c) The Recipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

(d) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

(25) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,
2. Include in all contracts under this Agreement, the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.uscis.gov/e-verify

(c) If the Recipient does not have an E-Verify MOU in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income

Recipient shall report to DEO all program income (as defined by 73C-23.0031(33), F.A.C. and 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement, as part of the Recipient's **Quarterly Progress Report**, Form SC-65, required under **Paragraph (7) Reports**, of this Agreement. Recipient's use of program income shall comply with the applicable requirements of 24 C.F.R. part 570, sections 290.046-290.048, F.S. and 73C-23.0051, F.A.C., and the terms of this Agreement. Program income generated after closeout, shall be returned to DEO. Program income generated prior to closeout, shall be returned to DEO, unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(27) Independent Contractor

In Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Recipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

(a) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(b) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(c) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(d) Unless justified by the Recipient, and agreed to by DEO in the **Scope of Work**, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(e) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(f) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

Attachment B – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (the U.S. Housing and Urban Development regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpd-notices);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507;
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).

Attachment C – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report,** Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15.

2. A **Contract and Subcontract Activity** form, (HUD-2516 Form, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference), submitted by April 15 and October 15 each year through the Department's Electronic CDBG reporting system at https://www.deoecdbg.com/Default.aspx. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report,** Form SC-62, must be submitted to DEO within forty-five (45) calendar days of the Agreement termination date, in compliance with rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment I, must be e-mailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, HUD-60002 form, effective date June 2001, http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; effective date April, 2015, which is incorporated herein by reference, must be completed and submitted through DEO's Electronic CDBG reporting system at https://www.deoecdbg.com/Default.aspx by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and as scheduled on Attachment E – **Activity Work Plan.**

Attachment D – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder, and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Attachment D – Warranties and Representations

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H – Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

http://www.myflorida.com/audgen/pages/flsaa.htm

Attachment H – Audit Requirements

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Contact Information for Awarding Official of Pass-Through Entity:	Paula Lemmo, Chief Division of Community Development 107 East Madison Street – MSC 400 Tallahassee, Florida 32399-6508
Federal Award Identification Number:	B-13-DC-12-0001
Federal Award Date:	9-5-2013
Total Federal Award to Pass-Through Entity:	$24,214,007
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Recipient's DUNS-Registered Name:	Dunnellon, City of
Recipient's DUNS Number:	099350589
Federal Funds Obligated to Recipient By This Action:	$650,000.00
Total Federal Funds Obligated to Recipient:	$650,000.00
Total Amt. of Federal Award Committed to Recipient:	$650,000.00
Project Description: *This is not a research and development award.*	Economic Development subgrant to provide funding for needed infrastructure serving low-and moderate-income job creation activities in the Recipient's jurisdiction.
Indirect Cost Rate:	0.0%

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform the obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
2. The Recipient shall be governed by the laws, rules and regulations identified in this Agreement.
3. The Recipient shall be governed by sections 290.0401- 290.048, F.S.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment E of this Agreement; Parts 2, 5, and 9 of the Florida Small Cities CDBG FFY 2013 Application for Funding; and the Program, Category Specific, and Special Conditions, Attachment F of this Agreement.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment I – Audit Compliance Certification			
Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.			
Recipient: City of Dunnellon			
FEIN: 596000311	Recipient's Fiscal Year:	October 1 through September 30	
Contact Name: Jan Smith		Contact's Phone: (352) 465-8500	
Contact's Email: jsmith@dunnellon.org			

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Recipient expend $500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Recipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Request for Amendment

Recipient: City of Dunnellon

Amendment Request Number: One (#1)

Date: May 9, 2016

Contract Number: 15DB-OJ-05-52-02-E02

Rule in Effect for This Grant: _____

Local Government Authorization: _____ (Authorized Signature)

Date Signed: _____

DEO Authorization: _____

Date Approved: _____

Budget Information					Activity Accomplishments		
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
21A	Administration	$ 52,000.00	$ 52,000.00	$ 52,000.00	N/A	N/A	N/A
17B	Water Lines	$ 476,000.00	$ 476,000.00	$ 464,500.00	6,700 LF	6,700 LF	6,700 LF
17B	Sewer Lines	$ 37,000.00	$ 37,000.00	$ 37,000.00	1 Lift Station	1 Lift Station	1 Lift Station
17B	Engineering	$ 85,000.00	$ 85,000.00	$ 96,500.00	N/A	N/A	N/A
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
	Totals	$ 650,000.00	$ 650,000.00	$ 650,000.00			

Request for Amendment

		Beneficiaries										
		Total Beneficiaries			Low & Moderate Income				Very Low Income			
Activity Code	Activity Name	Original #	Current #	Proposed #	Original		Proposed		Original		Proposed	
					#	%	#	%	#	%	#	%
21A	Administration	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17B	Water Lines	19	19	19	12	63.16%	12	63.16%	N/A	N/A	N/A	N/A
17B	Sewer Lines	19	19	19	12	63.16%	12	63.16%	N/A	N/A	N/A	N/A
17B	Engineering	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	Original	Proposed
20. Total # Unduplicated Beneficiaries:	19	19
21. Total # Unduplicated LMI Beneficiaries:	12	12
22. Total # Unduplicated VLI Beneficiaries:	N/A	N/A
23. Total # Unduplicated LMI Households:	12	12

24. Does this amendment reduce any other project funds previously committed as leverage from local or other sources? ☐ Yes ☒ No

(If **yes**, you must complete and attach the ***Sources and Uses of Funds*** form, SC-36.)

Department of Economic Opportunity – Small Cities Community Development Block Grant Program

Form SC-36

Sources and Uses of Funds

April, 2015

Sources of Project Funds		
Participant	**Amount**	**Source**
1. CDBG Subgrant	$ 650,000.00	State of Florida - DEO
2. Participating Party	$ 5,763,489.00	Hotel Development and Management Group, LLC
3.	$	
4.	$	
5.	$	
Total of all Funds	$	

Uses of Project Funds							
Activity Number	**Activity Name**	**Sources of Project Funds**					
		(1) CDBG	**(2)**	**(3)**	**(4)**	**(5)**	**Totals**
21A	Administration	$ 52,000.00	$	$	$	$	$ 52,000.00
17B	Water Lines	$ 464,500.00	$	$	$	$	$ 464,500.00
17B	Sewer Lines	$ 37,000.00	$	$	$	$	$ 37,000.00
17B	Engineering	$ 96,500.00	$	$	$	$	$ 96,500.00
18A	Building and Equipment	$	$ 5,763,489.00	$	$	$	$ 5,763,489.00
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
	Total Project Cost	$ 650,000.00	$ 5,763,489.00	$	$	$	$ 6,413,489.00

This form must be completed when an amendment alters the amount, source, or use of project funds **or** when new activities will be funded from new funding sources.

Sources of Project Funds: Participant – Include such parties as recipient, other governments, participating parties, and individual sources. In Housing Rehabilitation and Commercial Revitalization projects, sources like homeowner and commercial building owner contributions may be grouped together. **Amount** – Dollar amount of contribution. **Source** – Source of funds; i.e., tax increment, FMHA grant, DOC grant, local government revenue, equity, loan (name of bank), etc.

Uses of Project Funds: Activity Number – Activity number reflected on award agreement Attachment A. **Activity Name** – Activity name reflected on award agreement Attachment A. **CDBG** – Current CDBG budget from award agreement Attachment A. **Columns 2-5:** Use of funds by activity for each of the numbered sources reflected on the top of the form.

Department of Economic Opportunity – Small Cities Community Development Block Grant Program

Attachment A – Program Budget

5/1/2014

Recipient: City of Dunnellon **Modification Number:** 1 **Contract Number:** 15DB-OJ-05-52-02-E 02

Activity		Accomplishments		Beneficiaries			Budget				
Activity Number	Description	Unit	Number	LMI	VLI	Total	CDBG Amount	Subtotal of Activity[1]	Other Funds[2]	Source #[2]	Program Income
21A	Administration						$52,000				
17B	Water Lines	L.F.	6,700	12		19	$464,500				
17B	Sewer Lines	Lift Station	1	12		19	$37,000				
17B	17B Engineering						$96,500				
17B	17B Subtotal							$598,000			
18A	Building and Equipment	Building	1						$5,763,489	1	
						Totals	$650,000		$5,763,489		

[1] **For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).**

[2] **Show the sources and amounts of "Other Funds" below.**

1. Hotel Development and Management Group, LLC ($1,250,000 in Leverage) $5,763,489
2. _____ $_____
3. _____ $_____
4. _____ $_____
5. _____ $_____

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: City of Dunnellon **Activity:** Engineering/Administration **Project Budget:** $96,500/$52,000

Contract Number: 15DB-OJ-05-52-02-E02 **Date Prepared:** 05/09/2016 **Modification Number:** 1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** *Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed Administration $$ to be Requested by "End Date"**
02/15	11/15	Submit Request for Release of Funds & Environmental Clearance	N/A	0.00	0.00
02/15	09/15	Submit Documentation to clear Special Conditions Numbers	N/A	0.00	0.00
03/15	11/15	Engineer Designs Project and forwards Final Design to DEO for Review & Approval	N/A	0.00	0.00
11/15	11/15	Wage Decision Obtained	N/A	0.00	0.00
11/15	12/15	Permitting, Advertising & Receiving Bids	N/A	37,400.00	4,455.90
01/16	01/16	Verification of Contractor Eligibility	N/A	37,400.00	4,455.90
01/16	01/16	Preconstruction Conference Held & Notice to Proceed Issued	N/A	37,400.00	4,455.90
02/16	04/16	Construction Phase - 25% Complete	N/A	64,000.00	10,190.16
05/16	07/16	Construction Phase - 50% Complete	N/A	75,000.00	25,000.00
08/16	10/16	Construction Phase - 75% Complete	N/A	85,000.00	40,000.00
11/16	12/16	Construction Phase - 100% Complete	N/A	90,000.00	45,000.00
02/17	02/17	Submit Administrative Closeout	N/A	96,500.00	52,000.00

Note: More than one activity may be included per form.

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: City of Dunnellon **Activity:** 17B - Water Lines **Project Budget:** $ 464,500

Contract Number: 15DB-OJ-05-52-02-E02 **Date Prepared:** 05/09/2016 **Modification Number:** 1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** *Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed $$ to be Requested by "End Date"**
02/15	11/15	Submit Request for Release of Funds & Environmental Clearance	0	0.00	
02/15	09/15	Submit Documentation to clear Special Conditions	0	0.00	
03/15	11/15	Engineer Designs Project and forwards Final Design to DEO for Review & Approval	0	0.00	
11/15	11/15	Wage Decision Obtained	0	0.00	
11/15	12/15	Permitting, Advertising & Receiving Bids	0	483.75	
01/16	01/16	Verification of Contractor Eligibility	0	483.75	
01/16	01/16	Preconstruction Conference Held & Notice to Proceed Issued	0	483.75	
02/16	04/16	Construction Phase - 25% Complete	1,675 LF	483.75	
05/16	07/16	Construction Phase - 50% Complete	3,350 LF	238,000.00	
08/16	10/16	Construction Phase - 75% Complete	5,025 LF	357,000.00	
11/16	12/16	Construction Phase - 100% Complete	6,700 LF	464,500.00	
02/17	02/17	Submit Administrative Closeout	6,700 LF	464,500.00	

Note: More than one activity may be included per form.

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: City of Dunnellon **Activity:** 17B - Sewer Lines **Project Budget:** $ 37,000

Contract Number: 15DB-OJ-05-52-02-E02 **Date Prepared:** 05/09/2016 **Modification Number:** 1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** *Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed $$ to be Requested by "End Date"**
02/15	11/15	Submit Request for Release of Funds & Environmental Clearance	0	0.00	
02/15	09/15	Submit Documentation to clear Special Conditions	0	0.00	
03/15	11/15	Engineer Designs Project and forwards Final Design to DEO for Review & Approval	0	0.00	
11/15	11/15	Wage Decision Obtained	0	0.00	
11/15	12/15	Permitting, Advertising & Receiving Bids	0	483.75	
01/16	01/16	Verification of Contractor Eligibility	0	483.75	
01/16	01/16	Preconstruction Conference Held & Notice to Proceed Issued	0	483.75	
02/16	04/16	Construction Phase - 25% Complete	0	483.75	
05/16	07/16	Construction Phase - 50% Complete	0	18,500.00	
08/16	10/16	Construction Phase - 75% Complete	0	27,750.00	
11/16	12/16	Construction Phase - 100% Complete	1 LS	37,000.00	
02/17	02/17	Submit Administrative Closeout	1 LS	37,000.00	

Note: More than one activity may be included per form.

Jan Smith

From:	Doherty, Roger <Roger.Doherty@deo.myflorida.com>
Sent:	Thursday, June 16, 2016 11:15 AM
To:	mayor@dunnellon.org
Cc:	Jan Smith; fred.fox@fredfoxenterprises.com; Anderson, Tammy
Subject:	Modification Documents
Attachments:	SC-35, 36, Att A & E.pdf; SC-44 & rev pages Dunnellon mod 1.pdf

Mayor Whitt:

Attached are two files with all of the documents needed for modification 1 to the City's CDBG subgrant agreement. Please have two copies of all of the pages in the two files printed out. (One file is the portrait-oriented pages; the other is the landscape-oriented pages. Please make sure that the landscape pages are not printed out in portrait orientation.) You will need to sign and date both copies of Form SC-44, **Modification to Subgrant Agreement**, and Form SC-35, **Request for Amendment**. Please make sure to attach all of the pages from the two files to the cover letter. If any of the pages are missing, our attorney will require another letter from you attesting to the fact that you had reviewed the missing pages prior to signing form SC-44.

The modification documents have gone through an extensive review process, so the Department should be able to execute the modification within a few days of receiving the signed documents. If you have any questions, please contact me or your grant manager, Tammy Anderson, at 850-717-8425.

Roger J. Doherty, CLEP
Planning Manager
Small Cities CDBG Program
Florida Department of Economic Opportunity
107 E. Madison St.
Caldwell Building - MSC 400
Tallahassee, FL 32399-6508
O: 850-717-8417
F: 850-922-5609
roger.doherty@deo.myflorida.com

EQUAL HOUSING OPPORTUNITY

SECTION 00850 – CONTRACT CHANGE ORDER

Change OrderNo. 4

Date of Issuance: June 28, 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 converter read-out box

Attachments (list documents supporting change): Attached letter

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 458,382.60	Original Contract Times: ☐ Working days ☒ 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. 3: $ 38,855.25	[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 0 to No. 3: Substantial completion (days): 14 Ready for final payment (days): 14
Contract Price prior to this Change Order: $ 497,237.25	Contract Times prior to this Change Order: Substantial completion (date): June 12, 2016 Ready for final payment (date): July 11, 2016
[Increase] ~~[Decrease]~~ of this Change Order: $ 933.70	[Increase] ~~[Decrease]~~ of this Change Order: Substantial completion (days): 30 Ready for final payment (days): 30
Contract Price incorporating this Change Order: $ 498,170.95	Contract Times with all approved Change Orders: Substantial completion (date): July 12, 2016 Ready for final payment (date): August 10, 2016

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized
Date: 6-28-16	Date: _____	Date: 6/28/16

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

June 3, 2016

Kimley – Horn and Associates Inc.
Via Email: Jamie Zivich – Jamie.zivich@kimley-horn.com

RE: Choice Hotel
Proposed Change Order

Dear Ms. Zivich,

Please accept this change order request for unforeseen conditions encountered with an aluminum hinged box for Flow Meter Converter Read Out Unit. Plans specified a box size 12" x 14" x 4". The required box size is 12" x 14" 10". Please refer to attached documents for additional information.

The cost of this change order is $933.70.

Best Regards,

Cheryl P. Riggs,
Exec. Vice President

Cc: Gary W. Pauley, CEO
File

Meeting Date: July 6, 2016

From (Dept): Sewer

Signature: J Smith for R. Grabbe
Department Director

Approved for Agenda: [illegible]
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: AGR#2016-22 Kimley Horn IPO#53 – Juliette Falls WWTF Permit Renewal

SUMMARY EXPLANATION & BACKGROUND: **The Juliette Falls Wastewater Treatment Facility (WWTF) operates under the FDEP Domestic Wastewater Facility Permit number FLA490415. The current operating permit was issued on April 4, 2012 and 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.**

FISCAL INFORMATION: **Not Budgeted in FY15-16. $9,500 Funding from sewer operating reserve. Budget amendment will be presented to Council if required at yearend.**

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign agreement AGR#2016-22

Initiated by: DB/js

AGR 2016-22

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 53

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

Identification of Project:

Project: Juliette Falls WWTF Permit Renewal
Client: City of Dunnellon
Project Manager: Lewis Bryant

Background Information:

The Juliette Falls Wastewater Treatment Facility (WWTF) operates under the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Facility Permit number FLA490415. The current operating permit was issued on April 4, 2012 and expires on April 3, 2017. Chapter 62-620 of the Florida Administrative Code requires submittal of the operating permit renewal application no later than 180 days before the expiration date.

The City is planning to construct a forcemain interconnect between the Juliette Falls WWTF and the City of Dunnellon WWTF. The forcemain will allow the Satake Village, FDEP State Park, and Marion County School Board to decommission the existing packaged wastewater treatment facilities and pump directly to either the Juliette Falls WWTF or the City of Dunnellon WWTF. Kimley-Horn will discuss this project with the FDEP and include any required modifications to the Juliette Falls WWTF operating permit and/or operating protocol. Additionally, Kimley-Horn will conduct an operability analysis of the Juliette Falls WWTF to determine repairs or modifications required to receive the additional off-site flows and provide adequate treatment.

The detailed scope of services for Kimley-Horn to prepare the required FDEP operating permit renewal package is described below.

Specific Scope of Basic Services:

<u>Task 1 – FDEP Domestic Wastewater Facility Permit Renewal Application</u>

A. Kimley-Horn will attend a pre-application meeting with FDEP to ensure all required information is included in the application package.

B. Kimley-Horn will prepare and submit a FDEP WWTF Domestic Wastewater Facility Permit Renewal Application. The following information is anticipated to be required with the submittal package:

   1. Form 62-620.910 (1) "Wastewater Facility or Activity Permit Application – General Information – Form 1"
   2. Form 62-620.910 (2) "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities"
   3. A "Capacity Analysis Report" update
   4. An "Operation and Maintenance Performance Report"
   5. Form 62-610.300(4)(a)1 "Annual Reuse Report"
   6. Form 62-610.300(4)(a)4 "Pathogen Monitoring"
   7. Form 62-620.910(15) "Reclaimed Water or Effluent Analysis Report"
   8. A current flow meter calibration certification
   9. Current Residuals Management Facilities (RMF) agreement
   10. Current Reuse agreements (for each reuse site)
   11. Current flow diagram depicting sample and metering locations
   12. Current site plan

13. Current Operating Protocol
14. Permit Application Fee (provided by the City)

C. Kimley-Horn will make up to two site visits to conduct inspections, review plant information and interview plant operators.

D. Kimley-Horn will prepare the following information:

1. Form 62-620.910 (1) "Wastewater Facility or Activity Permit Application – General Information – Form 1"
2. Form 62-620.910 (2) "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities"
3. A Capacity Analysis Report Update
4. An Operation and Maintenance Performance Report

E. The City will provide the following information:

1. Form 62-610.300(4)(a)1 "Annual Reuse Report"
2. Form 62-610.300(4)(a)4 "Pathogen Monitoring"
3. Form 62-620.910(15) "Reclaimed Water or Effluent Analysis Report"
4. A current flow meter calibration certification
5. Current Residuals Management Facilities (RMF) agreement
6. Current Reuse agreements (for each reuse site)
7. Current flow diagram depicting sample and metering locations
8. Current site plan
9. Ground water monitoring reports for the last 5 years
10. FDEP Permit Application Fee
11. Dates and descriptions of all facility modifications within the last 5 years
12. Any FDEP consent orders
13. Discharge Monitoring Reports (DMR's) for the last 5 years
14. A copy of the WWTF Preliminary Design Report
15. Up to date record drawings
16. Up to date Operation and Maintenance Manuals
17. Up to date Operating Protocol
18. Cross-connection control and inspection program
19. Industrial pre-treatment program

F. Kimley-Horn will provide two draft permit application packages for review prior to submittal. Kimley-Horn will provide the City with two final versions of the application package and all RAI submittals.

G. After the initial permit renewal application submittal, Kimley-Horn will respond no more than two reasonable requests for additional information (RAI). Additional RAI responses will be performed on an hourly labor fee plus expense basis in accordance with the approved rate schedule.

<u>Task 2 – Juliette Falls WWTF Operability Analysis</u>

A. Kimley-Horn will conduct field evaluations of the Juliette Falls WWTF and interview operations staff to identify any needed repairs, upgrades, or improvements needed for the Juliette Falls WWTF to adequately treat additional off-site wastewater contributions.

B. Kimley-Horn will review raw influent characteristics and flow rates from the Satake Village, FDEP State Park, and School Board WWTF as documented in FDEP DMR reports and/or as provided by operations staff.

Kimley»Horn

C. Kimley-Horn will prepare a biological model of the Juliette Falls WWTF using BioWin Modeling software. The model will be used to evaluate the ability of the Juliette Falls WWTF to treat the planned off-site influent to the current permitted effluent limitations.

D. Kimley-Horn will prepare a letter memorandum documenting the analysis and identifying any necessary modifications to the Juliette Falls WWTF.

Additional Services if Required:

This proposal does not include performing any specialized studies outside those listed above. On specific projects in the past, FDEP has requested additional hydro-geological studies, attendance of multiple meetings at FDEP offices, performing reuse feasibility studies, preparing or updating reclaimed water operating protocols, preparing or updating Operation and Maintenance manuals, preparing construction or modification plans, and certifying the completion of FDEP required repairs or sampling the WWTP effluent and existing groundwater monitoring wells. These types of activities are not anticipated and are not included.

Services requested that are not specifically included will be provided under an amendment of this scope of services or as a new and separate agreement upon written authorization.

Schedule:

The Engineer will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule.

Method of Compensation:

Kimley-Horn will complete the above scope of services for a lump sum fee of $9,500 inclusive of expenses.

Task	*Description*	*Lump Sum Fee*
Task 1	FDEP Domestic Wastewater Facility Permit Renewal Application	$4,500
Task 2	Juliette Falls WWTF Operability Analysis	$5,000
	Total Lump Sum Fee:	***$9,500***

ACCEPTED BY:

THE CITY OF DUNNELLON, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: M. Lewis Bryant, PE

TITLE: Associate

DATE: June 27, 2016

Jan Smith

From: Lewis.Bryant@kimley-horn.com
Sent: Monday, June 27, 2016 4:26 PM
To: Dawn Bowne
Cc: Jan Smith; Loretta Barton; Mandy Roberts; Lynn Wyland
Subject: RE: Juliette Falls WWTF Permit Renewal

Dawn,

Yes, the additional information was requested by the UAB Chair. He wanted a more detailed breakdown of costs. We also added some clarification language addressing some scope language that was missing from the original proposal. Please ask the UAB chair to give me a call if he needs additional information. However, I think this proposal provides the information he was looking for.

Thank you,

M. Lewis Bryant, P.E.
Kimley-Horn | 1823 SE Fort King Street, Suite 200, Ocala, FL 34471
Main: 352 438 3000 | Mobile: 352 572 5493

lewis.bryant@kimley-horn.com

Celebrating nine years as one of FORTUNE's 100 Best Companies to Work For

---

From: Dawn Bowne [mailto:dbowne@dunnellon.org]
Sent: Monday, June 27, 2016 4:20 PM
To: Bryant, Lewis <Lewis.Bryant@kimley-horn.com>
Cc: Jan Smith <jsmith@dunnellon.org>; Loretta Barton <LBarton@dunnellon.org>; Mandy Roberts <mroberts@dunnellon.org>; Lynn Wyland <lwyland@dunnellon.org>
Subject: RE: Juliette Falls WWTF Permit Renewal

Hi Lewis. Thanks. I reviewed and identified the changes in this amended IPO #53. Is this the additional information requested by the UAB Chair for clarification on some things?

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

Page	:	1 of 1 06/21/2016 16:42:28	**Ad Number**	:	12979834
			Ad Key	:	
Order Number	:	12862206	**Salesperson**	:	05 - Mary Ann Naczi
PO Number	:	Ord. 2016-05	**Publication**	:	Riverland Legals
Customer	:	10079093 zzCity of Dunnellon Legals	**Section**	:	Legals
Contact	:	Dawn M. Bowne, C.M.C., City Cl	**Sub Section**	:	Legals
Address1	:	20750 River Drive	**Category**	:	995E-Miscellaneous Notices
Address2	:		**Dates Run**	:	06/30/2016-06/30/2016
City St Zip	:	Dunnellon FL 34431	**Days**	:	1
Phone	:	(352) 465-8500 x23	**Size**	:	3 x 5.94, 66 lines
Fax	:	(352) 465-8505	**Words**	:	506
Credit Card	:		**Ad Rate**	:	99GOV
Printed By	:	Mary Ann Naczi	**Ad Price**	:	42.10
Entered By	:	Mary Ann Naczi	**Amount Paid**	:	0.00
			Amount Due	:	42.10
Keywords	:	7022-0630 RIV NOTICE OF QUASI - JUDICIAL PUBLIC H			
Notes	:				
Zones	:				

City of Dunnellon
JUL 0 5 2016
RECEIVED

7022-0630 RIV
NOTICE OF QUASI - JUDICIAL PUBLIC HEARING
ORDINANCE #ORD2016-05 FOR
REZONING APPLICATION REZ2016-01
PARCELS LOCATED AT POWELL RD & CEDAR ST

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL MEDIUM DENSITY (R-3A) TO PUBLIC (P) OF PARCEL 3350-050-000 (LOTS 50, 51, 59, 60) COMPRISING 3.77 ACRES AND PARCEL 3350-081-000 (LOT 1911 and N 125feet 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.

A quasi-judicial public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive or as soon thereafter as can be heard regarding adoption of Ordinance #ORD2016-05, Amending Appendix 'A' Zoning of the Dunnellon Code of Ordinances, Section 6.3, entitled Zoning District Maps, Rezoning Residential Medium Density (R-3A) to Public (P) for parcels located at the northwest and southwest corner of the Powell Road and Cedar Street intersection, 20831 Powell Rd, being Parcel Number 3350-050-000 (Lots 50, 51, 59, 60) comprising 3.77+ acres and Parcel Number 3350-081-000 (Lot 1911 and N 125feet of Lot 81) comprising .79+ acres, pursuant to the Land Development Regulations, Section 7.1, Table of Permitted Uses. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice.

The areas to be rezoned are generally described as:
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

The application, filed under application number PZ1516-056, submitted by First Baptist Church of Dunnellon, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information, please contact the Community Development Department at (352) 465-8500, ext. 1010.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST THREE CALENDAR DAYS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Published June 30, 2016.

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

Riverland News - INVOICE

Dear Customer: 10079093 City of Dunnellon

This is an invoice to process your payment for the enclosed ad. Please include Order #12862206 on your check and send payment of $42.10 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 7022-0630 RIV NOTICE OF QUASI - JUDICIAL PUBLIC HEARING ORDINANCE #ORD2016-05 FOR REZONING APPLICATION REZ2016-01 PARCELS LOCATED AT POWELL RD & CEDAR ST The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-05 AN ORDINA

Ad publication dates:
June 30th, 2016,

Thank you for your business,

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas
Legal Representative

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

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

7022-0630 RIV NOTICE OF QUASI - JUDICIAL PUBLIC HEARING ORDINANCE #ORD2016-05 FOR REZONING APPLICATION REZ2016-01 PARCELS LOCATED AT POWELL RD & CEDAR ST The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-05 AN ORDINA

Court, was published in said newspaper in the issues of

June 30th, 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 30th day of June, 2016

By: John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

Mishayla Coffas

Notary Public

7022-0630 RIV
NOTICE OF QUASI - JUDICIAL PUBLIC HEARING
ORDINANCE #ORD2016-05 FOR
REZONING APPLICATION REZ2016-01
PARCELS LOCATED AT POWELL RD & CEDAR ST

The City of Dunnellon proposes to adopt the following Ordinance:

ORDINANCE #ORD2016-05

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA; CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL MEDIUM DENSITY (R-3A) TO PUBLIC (P) OF PARCEL 3350-050-000 (LOTS 50, 51, 59, 60) COMPRISING 3.77 ACRES AND PARCEL 3350-081-000 (LOT 1911 and N 125feet 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.

A quasi-judicial public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive or as soon thereafter as can be heard regarding adoption of Ordinance #ORD2016-05, Amending Appendix 'A' Zoning of the Dunnellon Code of Ordinances, Section 6.3, entitled Zoning District Maps, Rezoning Residential Medium Density (R-3A) to Public (P) for parcels located at the northwest and southwest corner of the Powell Road and Cedar Street Intersection, 20831 Powell Rd, being Parcel Number 3350-050-000 (Lots 50, 51, 59, 60) comprising 3.77+ acres and Parcel Number 3350-081-000 (Lot 1911 and N 125feet of Lot 81) comprising .79+ acres, pursuant to the Land Development Regulations, Section 7.1, Table of Permitted Uses. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice.

The areas to be rezoned are generally described as:
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

The application, filed under application number PZ1516-056, submitted by First Baptist Church of Dunnellon, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information, please contact the Community Development Department at (352) 465-8500, ext. 1010.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST THREE CALENDAR DAYS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Published June 30, 2016.

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

From:	Dawn Bowne
To:	"dallison.fbcd@gmail.com"; "fbcdunnellon@bellsouth.net"
Cc:	Teresa Malmberg; Lonnie Smith; Eddie Esch; Loretta Barton; Mandy Roberts; Lynn Wyland
Subject:	Property Owner Notice_Rezoning #REZ2016-01
Date:	Thursday, June 02, 2016 4:58:00 PM
Attachments:	20160601_REZ2016_01_Property Owner Notice.pdf
Importance:	High

Hi Mr. Allison:
Please see attached. The first reading on your Rezoning Ordinance for the church will be held during the City Council Meeting on Monday, June 13th at 5:30 p.m.
However, the actual Quasi Judicial Hearing and final reading/consideration for approval will not be until Monday, July 11th after it can be properly advertised according to the City Code and Florida Statutes.
Have a great weekend!

Dawn M. Bowne

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

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

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

June 1, 2016

Application PZ1516-056

First Baptist Church of Dunnellon
20831 Powell Road
Dunnellon, FL 34331

RE: Quasi Judicial hearing before City Council:
Application for Rezoning #REZ2016-01, Ordinance #ORD2016-05, from Residential Medium Density (R-3A) to Public (P), for parcels located at the northwest and southwest corner of the Powell Road and Cedar Street intersection, 20831 Powell Road, Parcel 3350-050-000, (Lots 50, 51, 59, 60) comprising of 3.77± acres and Parcel Number 3350-081-000 (Lot 1911 and N 125feet of Lot 81) comprising .79± acres, pursuant to the Land Development Regulations, Section 7.1, Table of Permitted Uses.

Dear Applicant:

Please take notice that your application for rezoning will be heard by the Dunnellon City Council during a quasi judicial hearing on Monday, July 11, 2016 at 5:30 p.m., or soon thereafter as can be heard, in the Council Chambers at Dunnellon City Hall, 20750 River Drive, Dunnellon, Florida 34431. If necessary, this hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you. **Please be advised that your failure to appear at this public hearing will likely result in your application being denied.**

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

Pursuant to the City's Land Development Regulations, owners of property within 300 feet of your property have been sent notice of the quasi judicial hearing on your application. Interested parties may appear at the hearing and be heard with respect to your application. Please be advised that all oral and written communications concerning your application prior to the public hearing between any member of the City Council and an applicant or interested person is strongly discouraged under Florida law.

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

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

Sincerely,

Dawn M. Bowne, MMC
City Clerk

CITY OF DUNNELLON

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

June 1, 2016

NOTICE OF QUASI JUDICIAL HEARING FOR REZONING #REZ2016-01, #ORD2016-05

Dear Property Owner:

The Dunnellon City Council will hold a quasi judicial hearing to consider a rezoning application from Residential Medium Density (R-3A) to Public (P) requested by the First Baptist Church of Dunnellon, for parcels located at the northwest and southwest corner of the Powell Road and Cedar Street intersection, 20831 Powell Rd, being Parcel Number 3350-050-000 (Lots 50, 51, 59, 60) comprising 3.77± acres and Parcel Number 3350-081-000 (Lot 1911 and N 125feet of Lot 81) comprising .79± acres, pursuant to the Land Development Regulations, Section 7.1, Table of Permitted Uses. The hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Monday, July 11, 2016, at 5:30 p.m.,** or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you.

The application, filed under application number PZ1516-056, submitted by Mr. David Allison, First Baptist Church of Dunnellon, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

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

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

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

Sincerely,

Dawn M. Bowne, MMC
City Clerk

ORDINANCE #ORD2016-05

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

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

PROCLAMATION #PRO2016-08

DUNNELLON CITY COUNCIL ELECTION

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

SEAT NUMBER	OCCUPIED BY
1	Nathan Whitt
2	Larry Winkler
5	Richard Hancock

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

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

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

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

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

ATTEST:

_____ _____

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

Page	:	1 of 1 06/21/2016 16:25:45	**Ad Number**	:	12979833
			Ad Key	:	
Order Number	:	12862205	**Salesperson**	:	05 - Mary Ann Naczi
PO Number	:	Ord. 2016-06	**Publication**	:	Riverland Legals
Customer	:	10079093 zzCity of Dunnellon Legals	**Section**	:	Legals
Contact	:	Dawn M. Bowne, C.M.C., City Cl	**Sub Section**	:	Legals
Address1	:	20750 River Drive	**Category**	:	995E-Miscellaneous Notices
Address2	:		**Dates Run**	:	06/30/2016-06/30/2016
City St Zip	:	Dunnellon FL 34431	**Days**	:	1
Phone	:	(352) 465-8500 x23	**Size**	:	3 x 3.51, 39 lines
Fax	:	(352) 465-8505	**Words**	:	289
Credit Card	:		**Ad Rate**	:	99GOV
Printed By	:	Mary Ann Naczi	**Ad Price**	:	25.90
Entered By	:	Mary Ann Naczi	**Amount Paid**	:	0.00
			Amount Due	:	25.90
Keywords	:	7021-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE			
Notes	:				
Zones	:				

City of Dunnellon
JUL 0 5 2016
RECEIVED

7021-0630 RIV
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-06
PROPOSED CHARTER AMENDMENT

The City of Dunnellon proposes to adopt the following Ordinance:

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.

A public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published June 30, 2016.

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

Riverland News - INVOICE

Dear Customer: 10079093 City of Dunnellon

This is an invoice to process your payment for the enclosed ad. Please include Order #12862205 on your check and send payment of $25.90 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 7021-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-06 PROPOSED CHARTER AMENDMENT The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-06 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS

Ad publication dates:
June 30th, 2016,

Thank you for your business,

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas
Legal Representative

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

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

7021-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-06 PROPOSED CHARTER AMENDMENT The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-06 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, SUBMITTING TO THE ELECTORS

Court, was published in said newspaper in the issues of

June 30th, 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 30th day of June, 2016

By: John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

Mishayla Coffas

Notary Public

7021-0630 RIV
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-06
PROPOSED CHARTER AMENDMENT

The City of Dunnellon proposes to adopt the following Ordinance:

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.

A public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published June 30, 2016.

NOTARY PUBLIC STATE OF FLORIDA

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

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:

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

CITY OF DUNNELLON

_____
Nathan Whitt, Mayor

Approved as to Form and Legal Sufficiency:

_____
Andrew Hand, City Attorney

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

Page	:	1 of 1 06/21/2016 15:45:25	**Ad Number**	:	12979826
			Ad Key	:	
Order Number	:	12862198	**Salesperson**	:	05 - Mary Ann Naczi
PO Number	:	Ord. 2016-07	**Publication**	:	Riverland Legals
Customer	:	10079093 zzCity of Dunnellon Legals	**Section**	:	Legals
Contact	:	Dawn M. Bowne, C.M.C., City Cl	**Sub Section**	:	Legals
Address1	:	20750 River Drive	**Category**	:	995E-Miscellaneous Notices
Address2	:		**Dates Run**	:	06/30/2016-06/30/2016
City St Zip	:	Dunnellon FL 34431	**Days**	:	1
Phone	:	(352) 465-8500 x23	**Size**	:	3 x 3.24, 36 lines
Fax	:	(352) 465-8505	**Words**	:	248
Credit Card	:		**Ad Rate**	:	99GOV
Printed By	:	Mary Ann Naczi	**Ad Price**	:	24.10
Entered By	:	Mary Ann Naczi	**Amount Paid**	:	0.00
			Amount Due	:	24.10
Keywords	:	7019-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE			
Notes	:				
Zones	:				

City of Dunnellon
JUL 0 5 2016
RECEIVED

7019-0630 RIV
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-07
UPDATING PROCEDURES FOR ISSUANCE OF PARKING TICKETS

The City of Dunnellon proposes to adopt the following Ordinance:

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.

A public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published June 30, 2016.

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

Riverland News - INVOICE

Dear Customer: 10079093 City of Dunnellon

This is an invoice to process your payment for the enclosed ad. Please include Order #12862198 on your check and send payment of $24.10 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 7019-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-07 UPDATING PROCEDURES FOR ISSUANCE OF PARKING TICKETS The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-07 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA

Ad publication dates:
June 30th, 2016,

Thank you for your business,

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas
Legal Representative

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

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

7019-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-07 UPDATING PROCEDURES FOR ISSUANCE OF PARKING TICKETS The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-07 AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA

Court, was published in said newspaper in the issues of

June 30th, 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 30th day of June, 2016

By: John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

Mishayla Coffas

Notary Public

7019-0630 RIV
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-07
UPDATING PROCEDURES FOR ISSUANCE OF PARKING TICKETS

The City of Dunnellon proposes to adopt the following Ordinance:

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.

A public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published June 30, 2016.

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

PARKING CITATION
CITY OF DUNNELLON, FLORIDA

CASE#_____

DATE_____ TIME_____ (A.M.) (P.M.)

LOCATION _____

LICENSE NO. _____ STATE _____

DECAL NO. _____

VEH. MAKE _____ COLOR _____

OFFICER _____ I.D.#_____

TO THE OWNER OR OPERATOR

You are charged with the parking violation checked below:

		Dunnellon Code of Ord.
$ 50.00 ☐	Overtime Parking	Sec. 66-62(1)
$200.00 ☐	Parking in Fire Zone	Sec. 66-62(2)
$ 50.00 ☐	Parking in No Parking Zone	Sec. 66-62(3)
$ 50.00 ☐	Improper Parking	Sec. 66-62(4)
$ 50.00 ☐	Other Violation _____	Sec. 66-62(5)
$ 35.00 ☐	Leaving Vehicle with Keys in Ignition	Sec. 66-62(6)
$250.00 ☐	Disabled Permit Zone	Sec. 66-62(7)

IMPORTANT NOTICE

1. This is a non-criminal violation.
2. Fine must be paid within 30 days.
3. Fines may be paid:
   - In person at Marion County Clerk of Courts, Room 101 Ocala
   - Mailed via check or money order made payable to: Marion County Clerk of Courts, PO Box 907, Ocala FL 34479
   - By phone with a credit card at 352-671-5599
4. For more information visit www.marioncountyclerk.org

☐ **I contest this citation.**
By checking this box the Clerk's office will set a Hearing date and notify you by mail.

★ **You must use the case number in all correspondence**

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.

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

SECTION 1. The above 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~~ without 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. Nathan Whitt, Mayor
City Clerk

Approved as to Form and Legal Sufficiency:

_____

Andrew J. Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, 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

Page	:	1 of 1 06/21/2016 15:56:14	**Ad Number**	:	12979828
			Ad Key	:	
Order Number	:	12862200	**Salesperson**	:	05 - Mary Ann Naczi
PO Number	:	Ord. 2016-08	**Publication**	:	Riverland Legals
Customer	:	10079093 zzCity of Dunnellon Legals	**Section**	:	Legals
Contact	:	Dawn M. Bowne, C.M.C., City Cl	**Sub Section**	:	Legals
Address1	:	20750 River Drive	**Category**	:	995E-Miscellaneous Notices
Address2	:		**Dates Run**	:	06/30/2016-06/30/2016
City St Zip	:	Dunnellon FL 34431	**Days**	:	1
Phone	:	(352) 465-8500 x23	**Size**	:	3 x 3.42, 38 lines
Fax	:	(352) 465-8505	**Words**	:	265
Credit Card	:		**Ad Rate**	:	99GOV
Printed By	:	Mary Ann Naczi	**Ad Price**	:	25.30
Entered By	:	Mary Ann Naczi	**Amount Paid**	:	0.00
			Amount Due	:	25.30
Keywords	:	7020-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE			
Notes	:				
Zones	:				

City of Dunnellon
JUL 0 5 2016
RECEIVED

7020-0630 RIV
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-08
UPDATING PROCEDURES FOR ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING

The City of Dunnellon proposes to adopt the following Ordinance:

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.

A public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published June 30, 2016.

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

Riverland News - INVOICE

Dear Customer: 10079093 City of Dunnellon

This is an invoice to process your payment for the enclosed ad. Please include Order #12862200 on your check and send payment of $25.30 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 7020-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-08 UPDATING PROCEDURES FOR ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-08 AN ORDINANCE O

Ad publication dates:
June 30th, 2016,

Thank you for your business,

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas
Legal Representative

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

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

7020-0630 RIV NOTICE OF PUBLIC HEARING ORDINANCE #ORD2016-08 UPDATING PROCEDURES FOR ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING The City of Dunnellon proposes to adopt the following Ordinance: ORDINANCE #ORD2016-08 AN ORDINANCE O

Court, was published in said newspaper in the issues of

June 30th, 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 30th day of June, 2016

By: John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

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

Mishayla Coffas

Notary Public

7020-0630 RIV
NOTICE OF PUBLIC HEARING
ORDINANCE #ORD2016-08
UPDATING PROCEDURES FOR ISSUANCE OF CIVIL MUNICIPAL CODE VIOLATION TICKETS FOR BOATING

The City of Dunnellon proposes to adopt the following Ordinance:

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.

A public hearing is scheduled for the Regular City Council Meeting on July 11, 2016 at 5:30 p.m. at Dunnellon City Hall, 20750 River Drive.

COPIES OF THIS ORDINANCE ARE AVAILABLE FREE OF CHARGE AT DUNNELLON CITY HALL, 20750 RIVER DRIVE, DUNNELLON, FLORIDA 34431, MONDAY THROUGH FRIDAY 8:00 A.M. UNTIL 4:00 P.M. THE PUBLIC IS ENCOURAGED TO ATTEND AND COMMENT.

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

Published June 30, 2016.

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

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.

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dunnellon, Florida, as follows:

SECTION 1. The above 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.

~~(c) The civil municipal code violation shall be paid by mail or in person at City Hall within 15 days of the l~~

~~(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

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

CITY OF DUNNELLON

_____
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

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2016	County : MARION
Principal Authority : CITY OF DUNNELLON	Taxing Authority : CITY OF DUNNELLON

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 131,125,855			(1)
2.	Current year taxable value of personal property for operating purposes	$ 13,416,056			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 195,383			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 144,737,294			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 768,929			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 143,968,365			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 140,827,852			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.

SIGN HERE

Signature of Property Appraiser: Electronically Certified by Property Appraiser

Date : 6/24/2016 11:08 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	7.5000	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 1,056,209		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 100,032		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 956,177		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 14,007,199		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 129,961,166		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	7.3574	per $1000	(16)
17.	Current year proposed operating millage rate	8.5000	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 1,230,267		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 956,177	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	7.3574 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 1,064,890	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 1,230,267	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	8.5000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	15.53 %	(27)

First public budget hearing	Date : 9/12/2016	Time : 5:30 PM EST	Place : Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :	Date :
Title : DAWN M. BOWNE INTERIM CITY MANAGER	Contact Name and Contact Title : JAN SMITH, FINANCE OFFICER
Mailing Address : 20750 RIVER DR	Physical Address : 20750 RIVER DR
City, State, Zip : DUNNELLON, FL 34431	Phone Number : 3524658500 / Fax Number : 3524658505

Instructions on page 3