

Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
October 10, 2016
5:30 P.M.

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

Call to Order

Pledge of Allegiance

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

Roll Call

Proof of Publication (Posted on the City's website and City Hall bulletin board on Thursday, October 6, 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

August 24, 2016 Special Council Workshop

Documents:

[1_20160824_Special.pdf](#)

2. CITY COUNCIL MINUTES

August 8, 2016 Council Meeting

Documents:

[cmm20160808.pdf](#)

3. AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-48, GRUBBS EMERGENCY SERVICES, LLC FOR DISASTER RECOVERY IN THE CASE OF A CATASTROPHIC STORM OR EVENT

Documents:

[2016_48 Grubbs Emergency Serv_1stDraft.pdf](#)

- 4. DIRECT TPO TO APPLY TO FDOT FOR E. PENNSYLVANIA AVENUE BIKE TRAIL CONCEPTUAL PLAN ALTERNATIVE "D" - AND AGREE TO BUDGET \$50,000 PER YEAR FOR SEVEN YEARS AS THE LOCAL AGENCY CONTRIBUTION TOWARD THE UPGRADE IN THE CONCEPTUAL PLAN**

Documents:

[Pennsylvania Avenue_April 2016.pdf](#)

- 5. AUTHORIZE THE MAYOR TO SIGN AGREEMENT #AGR2016-49 WITH WOODARD & CURRAN FOR A COMPREHENSIVE UTILITY ANALYSIS AS DESCRIBED IN THE SCOPE OF WORK EXHIBIT AND AUTHORIZE THE CITY MANAGER TO SPEND UP TO \$35,000 IF ADDITIONAL NEEDS ARE IDENTIFIED DURING THE ANALYSIS (Agreement To Be Provided)**

Documents:

[5_Tentativescope_computilityanalysis.pdf](#)

- 6. AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-35, LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES BETWEEN THE CITY AND THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**

Documents:

[AGR2016_35compplanningservices.pdf](#)

- 7. APPROVE RATIFICATION OF FIREFIGHTER & POLICE OFFICER PENSION BOARD TWO-YEAR APPOINTMENT OF JAY EASOM EFFECTIVE 11/19/2015, TERM TO EXPIRE 11/19/2017**
- 8. APPROVE AGREEMENT #AGR2016-47 WITH RAINBOW SPRINGS FINE ART ASSOCIATION FOR USE OF CITY BUILDING LOCATED AT 20804 W. PENNSYLVANIA AVE**

Documents:

[8_2016_47City Building Agree_RSFAA_2.pdf](#)

- 9. AUTHORIZE STAFF TO SUBMIT USDA GRANT APPLICATION #AGR2016-46, USDA PUBLIC SAFETY EQUIPMENT**

Documents:

CONSENT AGENDA APPROVAL

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

REGULAR AGENDA

10. FLORIDA RURAL WATER ASSOCIATION PRESENTATION - TOM GUSTAFSON

- 2016 Water and Sewer Rate Study
- Utility Operations Study

Documents:

[City of Dunnellon Presentation.pdf](#)
[FRWA2 Dunnellon Rate Report 9-16 Final.pdf](#)
[FRWA3 Dunnellon Operational Study 9-16 final.pdf](#)

11. QUASI-JUDICIAL HEARING - APPLICATION #PZ1516-072 BY VIRMANE, LLC FOR VARIANCES LOCATED AT 20056 E. PENNSYLVANIA AVE. (Notification To Applicant And Adjacent Property Owners On 9/23/2016)

Documents:

[Property Owner Notices_Variance_Virmane.pdf](#)
[PKT VAR2016-04 Variance Virmane LLC Landscape Buffer Tree Shrub Counts.pdf](#)

12. CONSIDERATION OF DEVELOPMENT ORDER #DOR2016-03, REQUEST FOR APPROVAL OF VARIANCE #VAR2016-04, VIRMAINE, LLC APPLICATION PZ1516-072 20056 E. PENNSYLVANIA AVE.

PROPOSED MOTION: I move Development Order #DOR2016-03 be approved.

Documents:

[11_DOR2016_03_Variance Order_VAR2016-04 Landscape Buffer Tree Shrub Count.pdf](#)
[Email from Attorney DOR prepared.pdf](#)

13. RESOLUTION #RES2016-26, SURPLUS PROPERTY, 12008 DELAWARE ST

PROPOSED MOTION: I move Resolution #RES2016-26 be read by title only.

PROPOSED MOTION: I move Resolution #RES2016-26 be approved.

Documents:

[2016_26Surplus property.pdf](#)

14. COUNCIL LIAISON REPORTS AND COMMENTS

15. CITY MANAGER'S REPORT

16. CITY ATTORNEY'S REPORT

17. ADJOURN

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

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

**CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING**

DATE: August 24, 2016

TIME: 3:00 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 3:00 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. There being 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, Councilman, Seat 2

Chuck Dillon, Councilman, Seat 3

Walter Green, Vice-Mayor, Seat 4

Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk

Jan Smith, Finance Officer

Mike McQuaig, Police Chief

Troy Slattery, Fire Chief (arrived approximately 3:30 p.m.)

Anthony Santacross, Public Service Supervisor

Mandy Roberts, Asst. City Clerk

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, August 19, 2016. Mrs. Bowne stated the Lease Agreement and additional backup was added to Item #1 and Item #3, respectively, on August 22, 2016.

Mayor Whitt's comments

There were none.

PUBLIC COMMENTS

Louise Kenny, 19970 Ibis Court, expressed her concerns with mosquito control no longer being in the City's budget, especially due to Zika Virus.

REGULAR AGENDA

AGENDA ITEM NO. 1 – DRAFT LEASE AGREEMENT #LEA2016-02 WITH FLORIDA FIBER NETWORK

Attorney Hand said is important for Council to approve the proposed Settlement Agreement and Mutual Release before approving the Lease Agreement. He stated upon reviewing the proposed documents, any minor modifications can be written in and the documents may be approved tonight.

Attorney Hand reviewed the Lease Agreement and discussed Council's concerns regarding utilities in the leased building. He said if another tenant/occupant moves in and shares the building, the City has the option to add a separate meter.

Council and staff engaged in lengthy discussion regarding the utilities. After much discussion, it was Council's consensus to amend Page 2, #6 to read: ***“FFN shall pay all operating expenses and utilities for the building in which the Premises are located ‘regardless of additional occupancy’ including but not limited to: water, electric, sewage, stormwater waste removal during the Term of this Agreement.”***

Attorney Hand stated when the proposed documents are approved by Council and sent to Mr. Orshan, there may be minor changes such as the name of signer or address for mailing notices.

Council directed Attorney Hand to verify the appropriate signer for FFN and add them to the proposed lease.

Councilman Dillon stated the City will have one year to decide on the use of the building. In the meantime, FFN is welcome to make a reasonable offer. He discussed the option of FFN making an offer on the Delaware Street property if they choose to relocate in the future.

Mrs. Bowne stated at Council's direction staff will proceed with preparing a surplus property resolution. Councilman Dillon recommended staff to continue the process.

Attorney Hand reviewed the terms of the Settlement Agreement. He explained Paragraph 2 establishes the date of June 30, 2016 as the date all debts are settled in full. He said Paragraphs #3 and #4 establish the amounts each party owes, and Paragraph 5 establishes a zero balance as of August 31st. All new charges will begin September 1st. Attorney Hand explained Paragraph 6 addresses requirements of the parties executing a Mutual General Release, stating there is no cause of action prior August 31st. He said that means neither party can sue the other. Paragraph 7 provides FFN will offer the City communication services at prices consistent with service charges for other business customers.

Councilman Dillon moved to approve Settlement Agreement #AGR2016-44 between the City of Dunnellon and Florida Fiber Network, subject to ministerial changes and verifying

the proper signatory on the document itself. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Councilman Dillon moved to approve Lease Agreement #LEA2016-02 with a change to Page 2, Paragraph 6 noted, approval of the proper signatory and subject to any type of ministerial changes that do not affect the terms of the agreement. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

**AGENDA ITEM NO. 2 – PRESENTATION OF REQUEST FOR PROPOSAL (RFP)
#BID2016-03 FOR EMPLOYEE INSURANCE BENEFITS – WILLIAM TAYLOR
WITH COMBINED INSURANCE SERVICES**

Mrs. Bowne explained the City goes out to bid each year. She introduced William Taylor, Agent of Combined Insurance Services to review the bids.

Mr. Taylor reviewed the Executive Summary as presented to Council, and provided an overview of the responses receive from Blue Cross Blue Shield and United Healthcare. He said by reviewing alternative plans within UHC, he and his staff were able to identify a new base plan option that will result in the City being able to continue to offer a free plan to its employees. He reviewed Page 4 of the summary and provided a comparison between the current health plan and the proposed modified base plan. He stated the deductible on the proposed modified plan does go up, but the out of pocket maximum stays the same.

Mr. Taylor said in reviewing options for the buy-up plan, he was able to identify a plan that keeps the premium close to the current plan with some benefit adjustments.

Councilman Hancock inquired as to how many employees currently participate in the buy-up plan. Ms. Roberts stated the City has one employee participating in COBRA and three employees in the buy-up plan.

Mr. Taylor recommended replacing the current health plan with the new modified plan option. He said this will allow, from a budget perspective, for the City to continue to offer a free plan to its employees. He stated the new modified buy-up plan will provide an affordable option for employees to buy-up if they see the value in doing so. Mr. Taylor stated by renewing with UHC there would be no disruption among current in-network providers.

Mr. Taylor said the dental insurance is through Standard Life Insurance Company and the employees pay the premium. He said there is a 5% increase for dental insurance and he recommended renewal. He stated the vision insurance is with 20/20 Eye Care and there is no change in rates this year. Mr. Taylor stated the City provides each employee with 1 times their annual salary in life insurance and one time their annual earnings plus \$10,000 in Accidental Death and Dismemberment coverage. He said there are no changes to the life insurance premiums this year.

Mrs. Bowne thanked Mr. Taylor and Ms. Roberts for their combined efforts in ensuring the employees would not have to contribute towards their health and basic life/AD&D insurance premiums. She also thanked Mr. Taylor and his staff for the extensive amount of work that was required to solicit and analyze the proposals. She explained Mr. Taylor's company, CIS, provides additional services to the City at no extra cost.

AGENDA ITEM NO. 3 – HEALTH INSURANCE – RFP #BID2016-03, EMPLOYEE GROUP INSURANCE SERVICES

Councilman Dillon moved RFP #BID2016-03 be awarded to United Healthcare for health coverage as presented and The Standard for dental coverage as presented. Vice-Mayor Green seconded the motion.

Councilman Hancock inquired if the increase is accounted for in the budget.

Mrs. Bowne stated yes.

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

Councilman Hancock moved to allow staff to renew the existing Standard dental and life insurance as presented. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0

AGENDA ITEM NO. 4 – REVIEW OF CITY-WIDE BUDGETS

Mrs. Smith reviewed the second draft FY2016-2017 Budget Summary, Page 2:

We are still pursuing options for contracting services but at this time we have neither received replies to our requests for quotes or fully vetted information we have obtained.

Adjustments made to GF Budget to cover shortfall:

Shortfall	\$107,441
Reduction/Increase to Expense:	
Water/Sewer Bond Repay	(25,000) council directive
Reduce unemployment compensation (01511)	(10,000) council directive
Reduce Council Salary	(4,853) council directive
Parks & Rec Expense Reductions	(3,000) per P&R supervisor
Increase Prof Svcs (01512)	15,000 council directive
Eliminate Mechanic Position	<u>(25,960)</u> council directive GF portion of salary & benefits saved
GF Shortfall in Expense Funding	(\$53,628)
Increase to Revenue.	
Fund GF Capital from Pub. Safety Reserve	\$31,563 council directive
Safety Grant Revenue (FL League of Cities)	5,750
City Website Advertising Revenue	5,000 ✓
CPR Certification Classes	4,500
Increase Copy & Records Search Revenue	1,731 updated projection based on actuals
Increase to misc. revenue	2,000 proceeds from surplus vehicles
Increase to misc. revenue	<u>7,000</u> council directive
Increase in Revenue/Transfers	<u>57,544</u>
Net Surplus	\$ 3,916

Mrs. Smith explained adjustments were made to the original proposed summary and with the corrections, the outstanding short fall is \$107,441. She reviewed options to reduce the shortfall in the General Fund by increasing the Sanitation Administration Fee to \$4.50 from \$2.50 and reducing the general fund employees' retirement contribution from 6% to 5%. Mrs. Smith explained Page 2 of the summary showing the adjustments to the General Fund budget.

Councilman Hancock stated he is prepared to accept the budget as presented and with the adjustments noted. He said this process provides him the assurance staff will be able to administrate this budget and provide the results accordingly.

Councilman Dillon asked if the costs (approximately \$32,000) for another fire assessment study was in the budget. Mrs. Bowne replied yes.

Council and staff engaged in lengthy discussion regarding the fire assessment. Mrs. Bowne said she will continue to move forward in preparing a survey/questionnaire to educate the residents of their options and receive feedback from the taxpayers.

Mrs. Bowne discussed the allocation of funds for a Public Safety roof repair. She recommended using funds from the public safety fund instead of taking from the City's reserves.

Councilman Hancock stated he is fine with the change and said the process we used for budgeting is going to be the same process we manage by every day.

Mrs. Bowne commented on the department heads and staff members stepping up in contributing to this year's budget process. She explained the challenge by Councilman Dillon to compensate the employees and the lack of funding. She said after reviewing the numbers, there is an anticipated surplus in the budget. She said the employees have not received an increase in five (5) years. She explained the extra costs to the employees with the health plans being modified, dental and vision insurance unfunded and modification to the general employee retirement plan. She prepared a spreadsheet and requested Council consider implementing a flat, across the board bonus of \$500, as an expense in this year's budget to express appreciation to the employees.

Councilman Dillon stated he proposed \$1,000, and the expense would be approximately \$57,000.

Council and staff engaged in discussion and reviewed the expenses to the Water, Sewer, TIFD and General Fund if bonuses were approved.

Councilman Hancock stated it is a worthy idea to consider, and we should recognize the effort that staff has made to get us there. He stated if year-end shows what he believes it will, and we want to make that recognition, he is fine with it.

Mrs. Smith reviewed the Sewer Enterprise Fund and said the revenues are budgeted at \$2.7 million with a balanced budget of \$2.7 in expenditures. She made minor adjustments in health insurance and retirement and removed the crane truck which was purchased in the current fiscal year. She said water revenues and expenditures are projected to be \$1.9 million. She commented on the rate study and said she will contact Florida Rural Water.

Mrs. Smith addressed the projected reserves in the Water and Sewer Funds. She stated best practices require at least four (4) months' worth of the current year's operating expenses. She said by the year ending 2017, the Water Fund's unrestricted operating reserves are projected to be \$602,627 and the emergency reserve at \$150,000. Mrs. Smith stated these two funds alone at the end of 2017 will equate to more than four (4) months' worth of operating expenses. She stated if her projections come close for the next fiscal year, Council could consider lowering water/sewer rates or building capital reserves in the 2018 budget.

She said the projected reserves in the Sewer Fund of \$580,000 and \$97,000 equates to more than four (4) months' worth of operating expenses. She said approximately \$79,000 more than what would be considered necessary to cover an emergency.

Councilman Dillon stated considering the condition of the infrastructure in the older part of the City, he feels any surplus should go to capital reserves as opposed to reducing rates.

Councilman Hancock commented on the Water and Sewer budgets and said he accepts the budget as presented with the understanding that the shape of the organization is still being explored. He said the goal is an organization that will best provide a quality service to the users and effectively maintain services. He said he trusts the current organization to accomplish this.

In addition, Councilman Hancock said he would expect the chief financial officer to thoroughly analyze allocations within the budget and determine the correct allocations for all departments and enterprises. He said we should begin to budget accordingly with annual updates to determine the correct allocation methods and amounts. He said this includes the recommendations made by the Utility Advisory Board, who have been of great benefit to the utility and the City.

Hugh Lochrane, UAB Chair, reviewed the following report:

August 20, 2016

FROM: Utility Advisory Board

TO: City Council

SUBJECT: Recommendations for FY 2016-2017 Utility Budgets

1. Utility customers are still being charged two-thirds (2/3) of costs associated with the annual audit and the MUNIS systems. The total budgeted for the annual audit is \$29,500. The utility budgets are absorbing \$19,666 (67%) of that amount. The total budget for the MUNIS system is \$38,152. The utilities are absorbing \$25,523 (67%) of that amount. Additionally, the utilities are absorbing \$2,930 of the total cost for the city's web site. If just the audit and MUNIS expense items were split fifty-fifty it would reduce the utility budget by \$11,363.

This same situation was identified in our budget review last year. It continues to be an inequitable split, with the utility customers absorbing two-thirds of the cost for these items.

The UAB recommends revising the split for these items to fifty-fifty for a reduction of \$11,363.

2. The utility budgets include \$8,800 to pay for the cost of combining the water and sewer budgets. The UAB, the staff and even the council, has recommended combining these budgets to make it easier to see the total cost of those items that are split between the two areas. Combining the accounts would make it easier to prepare, review and administer the budgets.

However, the expense of \$8,800 to make this change seems unreasonable. Even assuming a rate of \$75 per hour the total effort would be 120 hours. If the city decides to pursue this effort, the UAB recommends obtaining a specific scope of work quotation that fully defines the work to be performed and the man-hours required.

Given the current financial situation, the UAB recommends removing the \$8,800 for this item.

3. The UAB recommends reducing the amount budgeted for legal services from \$8,000 to \$5,000 (\$2,500 allocated to each fund). There are no pending or foreseeable legal actions affecting the water and sewer enterprise funds. The Board did take note of the pending need for legal services to prepare an ordinance dealing with charges associated with billing Rio Vista customers for reimbursements. The Board also recommends that staff look into the possibility of adding any legal expenses associated with this ordinance to the total amount of reimbursement.

This recommendation reduces the utility budgets by \$3,000.

4. The UAB reviewed the proposed capital expenditures for radio controlled meters and the Supervisory Control and Data Acquisition (SCADA) system. Both of these projects are to be funded with bond proceeds. The Board recommends tentative approval for both of these projects. Final approval should be dependent on the preparation and approval of detailed implementation plans that address the scope of work, who will be doing the work and when it will be done.

The Board did note that the SCADA project is identified as being Phase 1 of a larger effort, and that it only applies to the water utility. The Board feels it would be beneficial if the entire plan is documented so that the Board and Council can have a better understanding of the total cost for this system.

5. The water and sewer budgets include \$74,864 that is directly related to the billing process. These include postage, billing forms and lockbox processing fees. That equates to \$.026 of every dollar

collected. This does not include the \$25,523 that the utility budgets contribute to the MUNIS financial system, which is also used in the billing process. The Board recommends that staff look for reductions in this area, including the possibility of using a separate billing system for the utilities.

6. The Board did discuss the options for getting project management and engineering support for the utilities. These are the same options that council discussed at a previous workshop. The overall consensus of the Board is that the Council should go with the option of allocating funds for outside engineering support rather than hiring a Utility Director. This recommendation is based on the following:

a. The funding to support a new position (estimated at \$78,656) plus \$20,000 in contract engineering services would have to come from increasing rates, reducing the amounts going into reserves or reducing other expenses. None of these options are viable at this time.

b. The primary near term objective for the utilities is to maintain the existing infrastructure. Staffing for that seems sufficient. Other than the pipeline project proposed for 180th Ave Road, there are no large projects identified. The pipeline project can best be handled by contract engineering.

c. Any plan to bring on a full time Utility Director should be part of a larger plan that outlines what the city wants to do with the utilities. Do you want to make it a more autonomous operation with it's own financial operations? Do you want to transfer control of the utilities to the county? Do you want to sell off those parts of the utilities outside the city limits? Do you want to turn over daily operation and management of the utilities to a management company? All of these options need to be considered before adding a Utility Director.

d. The most pressing personnel issue with the utilities is identifying what actions need to take place in preparation for the retirement of the current Utility Supervisor. This individual has a vast amount of historical knowledge of the current systems that needs to be handed off to one or more experienced workers, not a senior level Director.

The Board recommends selecting the option that identifies funding for task oriented engineering support. The funding can be identified, but only used as needed.

8. The debt associated with the utilities continues to have significant affect on rates. The following table shows how expenses other than operations and maintenance are affecting our rates:

Billed Revenue	\$2,825,790
Debt Service	38.37%
Personnel	20.58%
Shared expenses with GF	2.43%
Billing expenses	2.65%
TOTAL	64.03%

Mrs. Bowne and Mrs. Smith addressed the \$8,800 in the UAB recommendation, *Item #2*, the cost of combining the water and sewer budgets. Mrs. Bowne explained the cost is for extra programming required to transfer the history. She stated she would work with Mrs. Smith and continue to research alternative options in combining the two funds.

Councilman Hancock and Mr. Lochrane engaged in brief discussion regarding the water/sewer rates.

Mr. Lochrane discussed the lack of representation of a Dunnellon resident on the board. It was brought to Council's attention an application was received from Bill Maguire for a position on the UAB.

Council and staff engaged in brief discussion regarding what actions the City should take in preparing for the retirement of the current Utility Supervisor.

Mrs. Bowne provided Council additional reasons to support her request to hire a Utility Director. She presented the following:

Further Education on Outsourcing Management vs Hiring Internal Staff (Utilities Director)

Goal: Initially to provide a flow chart outline the facts/education/costs surrounding the four options as I saw them for Council's consideration with regard to the utility systems: sell, outsource operations, outsource system management or hire utility director.

Expert Sources:

Frank DiGiovanni, City Manager of Inverness:

- Contract with Woodard Curran for the complete operations and oversight of their water and sewer operations except for meter reading and utility billing. Extremely happy with company.
- Only reason - 17 million into system improvements and automation that exceeded the expertise and skill of their internal employees.
- Contracting out has increased their operational costs and at some point he is interested in taking the operation back in-house to reduce costs when the skill level is available for hire. Right now demand is high for these employees and availability is low.
- 45.28% increase in operational costs subsequent to outsourcing, then leveled off. See attached.
- Advantages related to outsourcing not so transparent in these numbers related to HR issues, etc.

Dave Burnell, City Manager of Crystal River - left two messages/no return call to date.

- Per Frank D., Mr. Burnell is an Environmental Engineer and Crystal River has contracted out their operations for approx. 20 years.
- Contracted with Veolia for many years and recently awarded the RFP to US Water.
- No further information/education until I can speak to Mr. Burnell.

Glenn Burdin of Woodard Curran (Also viewed our plant under invitation by Esch)

- Was pretty knowledgeable about our system from a previous review/tour of system and discussion with staff and had reviewed budgets.
- Can provide complete operations including Project Manager (Director), have their own in-house engineer, accountant, interested in long-term contracts (5/10 yr), expansion, funding assistance, help obtain funding with a goal to improve and update systems.
- Their Initial review of Dunnellon stopped/didn't feel like Esch was serious about the commitment to outsource, would require Dunnellon to experience expense to mitigating safety concerns, internal electrical work/wiring being done, City salaries very low, concerned about getting established and then City turning it over to County. So, with all those things considered did not invest the time in providing written documentation/quote.
- When asked if once certain items were mitigated, did he feel the operational costs could be reduced through consolidation, efficiency improvements, etc. He could not say at this point. He did indicate it was possible. Although he felt current City salaries were very low as part of the operational costs.
- Recommended before the City do anything, must consider a full utility analysis to educate in order to make the best decision moving forward with regard to staffing, outsourcing, or selling system. Estimated \$20,000/\$25,000 depending on agreed scope of services.

Lewis Bryant – Kimley-Horn, City Engineer

- Make sure that all operations are following terms for permitting.
- He personally prefers control of system with internal staff. However, has seen it work both ways for many of their Cities.
- Is concerned that the City must get someone to back-up and start learning from Richard now. Employees very hard to find. In that respect, he indicated outsourcing may be a better option for Dunnellon.
- Felt the City should have a detailed rate study updated by professional firm. Stated you could ask outsourcing companies to provide a utility analysis as a part of their RFP submittal as an incentive to get the job. (I don't think I really agree/I have issue with trusting results from that approach).
- Dade City just took their operations back from outsourcing.
- Wakulla County - out sources public services and utilities.
- Key is in the company or the person providing the service. Has seen many systems left in bad shape as a result of outsourcing.

Kevin Grace - FGUA/Florida Government Utility Authority - Kevin Grace

- State of Florida/Gov't Services Group, assists through Interlocal Agreement.
- Initially/historically help small private plants not able to continue operations. Take-over/improve them so that local government would have interest in acquiring them. Not always case.
- Wide variety of services are available to City.
- They can acquire municipal systems subject to due diligence. Will look at all aspects. Initial due diligence at their risk. If want to go further, City must enter into agreement, final due diligence performed.
- Lease Option.
- Contract for operations.
- Contract for project management.
- They have advantage over private company because they can acquire tax exempt bonds for capital improvements.
- Operational cost run about the same as private.
- Recommend Council first must decide what they want: sell it, keep it, outsource, internal staff? If keeping system, recommends considering hiring internal manager. However, don't hire manager and expect him to participate in a neutral manner to evaluate options which may eliminate his job.

- Downside of outsourcing: typically they just continue status quo operations and entity continues to fail to improve system and only maintains it.
- Upon my inquiry as to how to educate Council so that decision can be made, he recommended a utility analysis by an objective source (Not anyone being considered to provide services so results are not feathered, or appear to be).

Conclusion: At the present time there is not a right answer without further research and education. These responses are all over the map and you have to apply them based on Dunnellon's particular situation.

The UAB Board is not wrong to recommend outsourcing; I am not wrong to recommend a utility director be hired. Based on my initial education, I recommended the utility director for specific reasons as were discussed in our last budget workshop meeting. However, upon further research, I think we still have more learning to do around our system in order to make the right decision for our customers.

All of the above are aspects of our system and all of these are options. Which one is right for Dunnellon? Council is going to have to decide, and we have to operate the system until a decision is made that is best for our users.

Previously there has been information shared that perhaps has been misleading. I need more time to finish educating myself and Council. We are analyzing the operations of police and fire services by comparing and studying our options. We should do the same with utilities. I am committed to obtaining accurate information for Council to make this decision and hopefully be able to fund that decision.

However, you have to provide me the funding to accomplish this. Even if that means moving the money allocated in personnel to professional services to be available for whatever decision is made by Council.

Cash flows reflect a positive advance to reserves projected in the budget with the proposed budget funding as currently allocated. Therefore no rate increase is being recommended until cash flows reflect a need. The money is available to fund my request without affecting rates.

Council and staff engaged in discussion regarding the 180th Avenue Road project and the utility analysis.

Councilman Hancock commented on his appreciation of the effort Mrs. Bowne displayed in her presentation. He recommended Council accept the budget, and after a through utility review, staff can implement the organization that is needed to move the utility forward.

Councilman Hancock said two months ago the public and Council were told by previous management that a balanced budget would be impossible to achieve this year. He stated this staff has made the impossible, possible. He thanked staff for accepting the challenge. He said managing the budget will be the challenge.

Mrs. Smith stated the CRA budget is balanced at \$556,467.

Council and staff engaged in brief discussion regarding the old library being a CRA building. Mrs. Bowne explained the building is not in the CRA, but there were some improvements made to the building by an amendment through the CRA.

Mrs. Bowne thanked Mrs. Smith for her time and commitment during the budget process.

Councilman Winkler read articles from the years 1995, 1996 & 1997 referring to the Hwy 484 tuber exit and the County's lack of involvement.

Councilman Hancock reported on the TPO meeting he attended yesterday, where he shared Council's desire to pursue bike path "Option D" versus "Option C". He said our CRA has agreed to contribute \$50,000 over the next five (5) years to the Capital Budget.

Councilman Hancock and Chief McQuaig met with Kathy Bryant, Marion County Commissioner and Jim Couillard, Parks & Recreation Director, to discuss the Rainbow River and the tuber exit. He invited both to come and share their visions for the recreational use for the Rainbow River.

Councilman Hancock commented on the council appointed "fact-finding group" created to address tubing issues on the river. He asked council members to share ideas or comments on this issue with the group. Mrs. Bowne explained the group is a "fact-finding" group and will report their findings to Council.

Councilman Dillon stated he spoke to Bill Northsea, a City resident, who stated he would prepare the architectural design required for the City Beach at no cost.

Mayor Whitt discussed the billboard on the vacant lot the City is interested in purchasing for parking, next to the Chamber of Commerce. He stated the asking price is \$150,000 with the billboard, which the current owner felt could be a revenue source.

Mayor Whitt provided an update regarding a meeting he attended in Tallahassee at the Governor's office regarding the Withlacoochee River Basin Economic Development Compact project/partnership.

Mrs. Bowne stated Fred Fox would like to attend a meeting to discuss possible grant funds for the proposed bike trail.

AGENDA ITEM NO. 5 – ADJOURN

At approximately 7:35 p.m. Councilman Dillon moved the August 24, 2016 Special City Council meeting be adjourned. Councilman Winkler seconded. All members voted in favor. The motion passed 5-0.

Attest:

Dawn Bowne, MMC
Interim City Manager/City Clerk

Nathan Whitt, Mayor

**CITY OF DUNNELLON
CITY COUNCIL MEETING**

DATE: August 8, 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 5:50 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. Pastor Tom Welch provided the invocation.

ROLL CALL

The following members answered present at roll call:

Nathan Whitt, Mayor, Seat 1

Larry Winkler, Councilman, Seat 2

Chuck Dillon, Councilman, Seat 3

Walter Green, Vice-Mayor, Seat 4

Richard Hancock, Councilman, Seat 5

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk

Jan Smith, Finance Officer

Mike McQuaig, Police Chief

Troy Slattery, Fire Chief

Lynn Wyland, Staff Assistant

LEGAL COUNSEL

Andrew Hand

Shepard, Smith & Cassady

PROOF OF PUBLICATION

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

Mayor Whitt's comments

There were none.

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

1. City Council Minutes
 - June 13, 2016 Council Meeting
 - June 15, 2016 Special Council Meeting
 - July 11, 2016 Council Meeting

2. City Council Workshop Minutes
July 6, 2016
3. Tree Board Appointment - Appoint Sally Chesterfield to serve as regular member of the Tree Board effective 8/8/2016, term to expire 1/10/2017. (This position formerly held by Jack Baird whose term was unexpired)
4. Accept Quit Claim Deed From Moxon Living Trust - #DED2016-01, Parcel #33639-001-00
5. Authorize the Mayor to Sign Sublease #LEA2016-01 with State of Florida (FDEP) Division of Recreation and Parks for Dunnellon Little League Ballfield
6. Authorize the Mayor to Sign Agreement #AGR2015-23 with Kimley-Horn, IPO#55 – Rainbow Springs Infrastructure Development Project – ***Removed from consent agenda.***
7. Authorize the Mayor to Sign Lighting Service Contract 1298423, Agreement #AGR2016-36 with Duke Energy for Additional Lighting at City Hall Parking Lot
8. Authorize the City Clerk to Submit the Names of All Persons Who Qualify for a Seat in the 2016 City Council Election to the Supervisor of Elections
9. Approve Proclamation #PRO2016-09, Dunnellon Little League State Finalists

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

Councilman Winkler requested Item #6 be pulled from the consent agenda.

Councilman Dillon moved the consent agenda be approved as amended. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

REGULAR AGENDA

AGENDA ITEM NO. 10 – PRESENT PROCLAMATION #PRO2016-09, DUNNELLON LITTLE LEAGUE STATE FINALISTS

The Dunnellon All Star Team and coaches were present for the reading of the proclamation. Mayor Whitt read the following into the record:

“Proclamation #PRO2016-09
2016 Little League
State of Florida Finalists

WHEREAS, founded in 1939, by Carl Stotz, Little League has instilled leadership, character, courage and loyalty in all that participate, including the nearly 1.5 million adult volunteers. Little League can be found in more than 80 countries worldwide with more than 2.4 million children participating each year. Little League has celebrated many milestones due to the dedication of its players, parents and volunteers.

WHEREAS, the mission of the Dunnellon Little League is to promote, develop, supervise, and voluntarily assist the interest of those who want to participate in Little League Baseball. Through proper guidance and exemplary leadership, our goal is to assist youth in developing the qualities of citizenship, discipline, teamwork, and physical well-being. Our goal is to provide a safe, fun, wholesome combination of recreation and competition to players whose ages are 4-18 through regular season play among local teams.

WHEREAS, under the leadership of Manager Gary Leinenbach, Coaches Michael Gray, Chad Davis and A.D. Starks, the 50/70 Intermediate All Star Team won the District 15 Title and gained an opportunity to play in the Section 7 Tournament.

WHEREAS, on July 10th, 2016 the Dunnellon Little League 50/70 Intermediate All Star Team won the Section 7 Tournament and advanced to the State Tournament.

WHEREAS, and on July 17th the 50/70 Intermediate All Star Team traveled to the State Championship Tournament and finished the 2016 season with a final ranking of 2nd place finalist for the State of Florida. In the last decade, no Dunnellon Little League team has placed 2nd in a State Tournament.

WHEREAS, these young men that came together in a fairly new division that Little League formed in the last few years, and accomplished this great honor through determination, attitude and effort. These traits were displayed throughout the season and proved to be the attributes that brought this team to the State of Florida Championship Tournament.

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

NOW, THEREFORE, be it proclaimed that the Dunnellon City Council recognizes the week of August 8, 2016 to August 12th, 2016 as **Dunnellon Little League Week** and encourages the entire community to show their support and appreciation to this baseball team for bringing pride, respect and an honorable piece of fame to our community.

PASSED and PROCLAIMED this 8th day of August 2016.”

Mayor Whitt presented the proclamation to the Dunnellon Little League team and coaches.

AGENDA ITEM NO. 6 – AGREEMENT #AGR2015-23 WITH KIMLEY-HORN, IPO#55 – RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT PROJECT

Mrs. Bowne presented IPO#55 in an effort to acquire engineering assistance in the form of general consultation, gathering project information and attending meetings.

Councilman Winkler stated the City cannot afford any additional debt.

Councilman Dillon said if the project was going to cost the City, he would agree with Councilman Winkler. However, he stated it is not. He also commented on the large amount of undeveloped property on 180th Avenue Road and the potential for revenue.

Councilman Hancock stated if the project is approved, the City would be reimbursed and could benefit from the project as it improves the value of the system.

Vice-Mayor Green said he believes this is a sound project and will remove two (2) package plants off the river and increase the value of the utility system.

Councilman Dillon moved to authorize the Mayor to sign agreement #AGR2015-23 with Kimley-Horn, IPO#55 for the Rainbow Springs Infrastructure Development Project. Vice-Mayor Green seconded the motion. There was no further discussion.

The vote was taken. The vote was 4-1 with Councilman Winkler opposing.

AGENDA ITEM NO. 11 – RESOLUTION #RES2016-16, REFINANCING BB&T OUTSTANDING WATER AND SEWER REVENUE NOTE SERIES 2011

Councilman Dillon moved Resolution #RES2016-16 be read by title only. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

“RESOLUTION #RES2016-16

A RESOLUTION OF THE CITY OF DUNNELLO, FLORIDA, AUTHORIZING THE REFUNDING OF THE OUTSTANDING WATER AND SEWER REVENUE NOTE, SERIES 2011, OF THE CITY; PROVIDING FOR THE ISSUANCE OF A \$5,500,000 WATER AND SEWER REFUNDING REVENUE NOTE, SERIES 2016, OF THE CITY TO BE APPLIED TO FINANCE THE COST THEREOF; PROVIDING FOR THE PAYMENT OF SUCH NOTE FROM THE NET REVENUES OF THE WATER AND SEWER SYSTEM OF THE CITY AND CERTAIN GRANT FUNDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.”

Councilman Dillon moved Resolution #RES016-16 be approved. Councilman Hancock seconded the motion. There was no further discussion. The vote was taken and all were in favor. The vote was 5-0.

Nicole Nate from Bryant Miller Olive, P.A. was present to answer any questions Council may have regarding bond documents.

A short break was taken in order for the Mayor and Interim City Manager to sign the documents. Councilman Hancock requested Council send a thank you card to BB&T.

AGENDA ITEM NO. 12 – PURCHASE APPROVAL REQUEST – UTILITY DEPARTMENT

Councilman Dillon moved the City Council approve the purchase of a 2006 Ford Super Duty F-450 DRW Crane Truck in the amount of \$30,249.00 for the Utility Department. Vice-Mayor Green seconded the motion.

Councilman Winkler asked what happened to the previous crane truck owned by the City. Mrs. Smith stated it was included in the Florida Cable fiber utility purchase.

Councilman Hancock reminded Council the purchase is budgeted.

Mrs. Bowne stated Richard Grabbe, Utilities Supervisor, informed staff only one truck would be purchased instead of two as provided for in the budget.

There was no further discussion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 13 – FLORIDA FIBER SETTLEMENT OF OUTSTANDING CHARGES

Councilman Dillon moved Council direct the City Attorney to coordinate with the Interim City Manager, staff and Mr. Orshan to prepare a one year lease agreement with Florida Fiber Network (FFN) to include the terms requested by Council during the August 3rd council workshop, and to prepare mutual releases and any other agreements the City Attorney deemed advisable to settle outstanding FFN debts and receivables per the terms stated in Finance Officer, Jan Smith's correspondence to David Orshan dated July 12, 2016. Vice-Mayor Green seconded the motion.

Council Dillon recommended a twelve (12) month lease for the building.

Councilman Hancock asked if Council will be provided a copy of the draft lease. Attorney Hand replied yes.

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

AGENDA ITEM NO. 14 – FIRST READING ORDINANCE #ORD2016-10, AMENDING ELECTION PROCEDURES

Councilman Dillon moved Ordinance #ORD2016-10 be read by title only. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

“ORDINANCE #ORD2016-10

AN ORDINANCE OF THE CITY OF DUNNELTON, FLORIDA, UPDATING CITY ELECTION PROCEDURES; PROVIDING FOR SEVERABILITY AND CODIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.”

Councilman Dillon moved Ordinance #ORD2016-10 be approved. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 15 – PUBLIC HEARING ORDINANCE #ORD2016-09, COMMUNITY REDEVELOPMENT PLAN AMENDMENTS (Advertised on July 22, 2016 on the City’s Website and on July 28, 2016 in the Riverland News)

“All persons wishing to address the City Council will be asked to limit their comments to 3 minutes and the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the Council members or staff in order to foster mutual respect between council members and the public.

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

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

Mayor Whitt gavelled down and said, “It is now 6:44 p.m. and I close the regular meeting and open the public hearing to discuss Ordinance #ORD2016-09, Community Redevelopment Plan Amendments, posted on the City’s website on July 22, 2016 and in the Riverland News on July 28, 2016.”

Mayor Whitt called for staff comments.

Mrs. Bowne stated the first reading of the ordinance was held during the special council meeting of August 3rd. She explained the ordinance amends the CRA Plan by adding the parks, the Blue Run Park restroom project and signage.

Mayor Whitt asked for public comments. There were none.

Mayor Whitt gaveled down and stated, "It is now 6:47 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-09 and reopen the August 8th council meeting."

AGENDA ITEM NO. 16 – FINAL READING ORDINANCE #ORD2016-09, COMMUNITY REDEVELOPMENT PLAN AMENDMENTS

Councilman Dillon moved Ordinance #ORD2016-16 be read by title only. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following:

“ORDINANCE #2016-09

AN ORDINANCE OF THE CITY OF DUNNELLO, FLORIDA, AMENDING THE DUNNELLO COMMUNITY REDEVELOPMENT PLAN; PROVIDING SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE”

Councilman Dillon moved Ordinance #ORD2016-09 be approved. Councilman Winkler seconded the motion.

Mayor Whitt called for discussion. Councilman Dillon asked if the signage was included in the amendments. Mrs. Bowne replied yes. He requested Mrs. Bowne email pictures of the proposed signs to other council members.

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

AGENDA ITEM NO. 17 – ADJUSTMENT TO INTERIM CITY MANAGER’S SALARY

Councilman Dillon moved to authorize an adjustment to the Interim City Manager’s salary to mid-range of the City Manager’s classification and pay scale (\$70,500.00). Retroactive to June 15, 2016. Vice-Mayor Green seconded the motion.

Mayor Whitt called for discussion. Councilman Hancock stated Mrs. Bowne has done an outstanding job but expressed concern with the amount of the adjustment.

Councilman Dillon said if Mrs. Bowne had declined to accept the interim position, the City would have had a short fall. He stated the residents are getting more “bang for their buck.”

Mayor Whitt stated we may be putting the cart before the horse, due the proposed Charter amendment.

Vice-Mayor Green commended Mrs. Bowne for stepping up when the City needed her.

The vote was taken and all were in favor except for Councilman Hancock. The vote was 4-1 with Councilman Hancock opposing.

AGENDA ITEM NO. 18 – COUNCIL LIAISON REPORTS AND COMMENTS

Councilman Dillon expressed concern about the extensive use of Blue Run Park, and how the restrooms would affect the capacity for the sewer system. He asked Mrs. Bowne to confer with the utilities supervisor.

Council and staff engaged in brief discussion regarding port-a-johns being removed when the proposed restroom facility is built.

Paul Marraffino addressed the port-a-johns and provided Council details regarding the numbers of park users.

Councilman Winkler commented on code enforcement and Pam MacIntyre volunteering to help report code enforcement issues. Councilman Winkler also discussed the tuber exit and traffic issues.

Councilman Hancock stated a small fact-finding group has been created to discuss the Rainbow River and tuber issues. He said the group consists of Chief McQuaig, Mrs. Bowne and Paul Marraffino, who will discuss options and present to Council before approaching the County or State.

Vice-Mayor Green discussed the expense and detriment to the river by the tubers. He said a user fee could be absorbed by those using the Rainbow River.

AGENDA ITEM NO. 19 – CITY MANAGER’S REPORT

Mrs. Bowne provided the following report:

Interim City Manager Report 08/08/2016

Clerk:

- **Fire/Police Pension Board meeting tomorrow, Tuesday 08/09/16 8:30 a.m.**

Finance:

- **Monitoring visit (Audit) by DEO was completed on 7/19 for CDBG Hotel Grant. No finding/results to date.**
- **Reminder budgets workshop Wednesday 8/10. Council will need to focus on the CRA Budget and obligating reserves for specific projects as required by Statute. Also, a preliminary draft of Water and Sewer Budgets should be available. I would like to wait until the health insurance bids come back on Friday before adjusting the GF. I would like to finalize the GF on 8/17 special budget workshop.**

Community Development:

- **Community Development has already made contact on the two Code Enforcement complaints brought to our attention after the last City Council Workshop and staff is working with the residents toward compliance.**

Public Services

- **Bob Nealy of Nealy Farm donated 13 trees, all of which were planted at the cemetery. Over a three-day period, the Streets & Roads crew planted, stabilized and mulched the trees. Thanks to employees Terry Coffee, Reggie Tomaine, Mike Goff, Robert Pratt and Anthony Santacross for their assistance in getting the trees planted.**
- **Handicapped improvements as required by the ADA Plan for 2016 have been completed at Ernie Mills Park (Pavillion and BB Courts) and the deck/stage behind City Hall.**
- **Police Dept assisted Public Services in providing a list of approximately 10 street lights that are not working. Public Services submitted the request on 07/26 to Duke requesting repair.**

Utilities:

- **Richard Grabbe reports that the new waterline extension on US 41 has been cleared and the utility department is connecting new customers.**

AGENDA ITEM NO. 20 – CITY ATTORNEY’S REPORT

Attorney Hand stated he is prepared to provide a presentation for the City’s board members to address: The Sunshine Law, Quasi-Judicial procedures and Roberts Rules of Order. He

said he provided Mrs. Bowne with DVD's for board members to view the materials. Mrs. Bowne reminded Council of the requirement to meet their statutory training requirements.

Mrs. Bowne said she received an email from Jeff Bryan, Riverland News Editor, regarding a celebration for Regas Woods when he returns from the Paralympic Games in Rio. She said Mr. Bryan is working with the DBA and the Friends of Dunnellon to hold an event on November 5th at Ernie Mills Park, and they would like to partner with the City for the event.

Mr. Bryan asked if the City would be willing to waive the permit fees for this event.

Council and staff engaged in brief discussion regarding the permit fee of \$150 and the \$300 refundable trash deposit being waived.

Vice-Mayor Green moved the City of Dunnellon waive the fees for the Regas Woods celebration. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 21 – ADJOURNMENT

At approximately 7:40 p.m. Councilman Dillon moved the August 8, 2016 City Council meeting be adjourned. Councilman Winkler seconded. All members voted in favor. The motion passed 5-0.

Attest:

Dawn Bowne, MMC
City Clerk/Interim City Manager

Nathan Whitt, Mayor



Meeting Date: 10/5/2016
From (Dept): City Clerk/City Manager
Signature: [Signature]
Department Director
Approved for
Agenda: [Signature]
City Manager

Official Use Only
Reviewed by
City Attorney: 10-5-2016
Council Action: _____
Date: _____

SUBJECT: Contract for disaster recovery in the case of a catastrophic storm or event.

Request For Approval: Agreement #AGR2016-48, Grubbs Emergency Services, LLC

SUMMARY EXPLANATION & BACKGROUND:

The City contracted with Grubbs previously by piggybacking on a contract with Marion County. Agreement expired in 2012. Since Marion County no longer contracts with Grubbs for this service, contractor has provided us with the option to piggyback on Osceola County's agreement. Proposed 1 year term. In the event of a natural disaster, FEMA would likely cover the cost of utilizing this service. Piggyback option eliminates need to prepare RFP and the City had a positive working relationship with Grubbs in the past.

FISCAL INFORMATION: Pricing per fee schedule provided for in Osceola County contract.

RECOMMENDED ACTION: Approve Agreement #AGR2016-48

Initiated by: MR

AGREEMENT #AGR2016-48
AGREEMENT BETWEEN CITY OF DUNNELLON AND
GRUBBS EMERGENCY SERVICES, LLC

THIS AGREEMENT is made and entered into between the CITY OF DUNNELLON, a political subdivision of the State of Florida, 20750 River Drive, Dunnellon, Florida 34431, hereinafter referred to as the “CITY,” and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the “CONTRACTOR.”

WITNESSETH:

WHEREAS, the CITY lies in the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural and/or manmade disasters; and

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR to provide and perform emergency disaster debris removal and disposal services; and

WHEREAS, it is understood that the City of Dunnellon agrees to “Piggyback” RFP-09-286-LM, Agreement for Disaster Recovery Services between Osceola County, Florida, and Grubbs Emergency Services, LLC, as approved by the Osceola County Board of County Commissioners on July 6, 2009, and as amended on January 10, 2011, May 8, 2012, May 1, 2013, June 18, 2014, December 3, 2014 and March 6, 2015 (collectively referred to as the “Grubbs-Osceola Contract” all attached hereto as Exhibit “A”) subject to the modifications described herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. AGREEMENT

The City agrees to the terms and conditions of the Grubbs Osceola Contract subject to the modifications thereto specified within this Agreement. To the extent of any conflict between this Agreement and that of the Grubbs Osceola Contract, the terms and conditions of this Agreement shall prevail.

SECTION 2. TERM

The effective date of this Agreement shall be the date it is executed by the last party to execute it. Unless terminated earlier as provided therein, the term of this Agreement shall be for a period of one (1) year from its Effective Date.

SECTION 3. JURISDICTION/VENUE

The laws of the State of FLORIDA shall govern this Agreement. Venue of this Agreement shall be in Marion County, FLORIDA.

SECTION 4. CONTACT INFORMATION

Contact information for CITY and CONTRACTOR are as follows:

City of Dunnellon
20750 River Drive
Dunnellon, Florida 34431
Attention: City Clerk
Phone: 352-465-8500
Fax: 352-465-8505

Gruggs Emergency Services, LLC
P.O. Box 468
Aripeka, Florida 34679
Attention: John G. Grubbs
Phone: 352-796-7127
Fax: 352-797-7598

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement on this 10th day of October 2016.

City of Dunnellon, Florida

Grubbs Emergency Services, LLC

Nathan Whitt, Mayor

Printed Name: _____
Title: _____

Attest:

Dawn M. Bowne, MMC
City Clerk/Interim City Manager

EXHIBIT "A"

AMENDMENT #6
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the "CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011, May 8, 2012, May 1, 2013, June 18, 2014 and December 3, 2014 between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term through June 30, 2018.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1 shall be amended to read as follows:

SECTION 1. TERM.

The term of this Agreement is amended to extend through June 30, 2018 and may be extended when in the best interest of the County.

2. This change shall be effective upon this Amendment being executed by both parties.
3. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 6 day of MARCH, 2015.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]
County Manager/Designee

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/ Deputy Clerk of the Board Date

GRUBBS EMERGENCY SERVICES, LLC

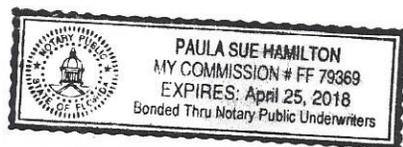
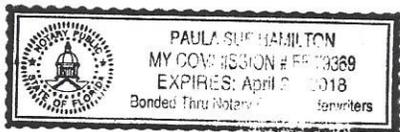
By: [Signature]
Title: Managing Member
Date: March 16, 2015

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was executed before me this 16 day of March, 2015, by John G. Grubbs, as Managing Member of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires: _____

[Signature]
NOTARY PUBLIC, State of Florida





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750		CONTACT NAME: Danielle Healis PHONE (A/C, No, Ext): (352) 796-1451 FAX (A/C, No): (352) 799-5986 E-MAIL ADDRESS:	
INSURED Grubbs Emergency Services LLC P.O. Box 468 Aripeka FL 34679		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Seneca Specialty Insurance Co	NAIC # 10729
		INSURER B: American States Ins. Co.	NAIC # 19704
		INSURER C: United Specialty	NAIC # 12537
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	BAG10108293	2/10/2015	2/10/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS		01CI72544320	10/3/2014	10/3/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> \$10,000 PIP					BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					Medical payments \$ 2,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		USA4076252	2/10/2015	2/10/2016	EACH OCCURRENCE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$ 5,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Limits shown are those in effect at policy inception date.

Re: RFP-14-03718-LA, Debris Removal Agreement with Osceola County
 Osceola County Board of County Commissioners and Osceola County are named as additional insureds on the General Liability and Auto Liability policies for Liability arising from the provisions of products or services of Osceola County by the Named Insured. The General Liability policy contains additional insured endorsement CG2010. The General Liability policy contains a waiver of Subrogation in favor of Osceola County. Coverage shall be primary/non-contributory on General Liability.

CERTIFICATE HOLDER Osceola Co Board of County Commissioners c/o Director of Human Resources 1 Courthouse Square Suite 4700 Kissimmee, FL 34741	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Danielle Healis/CLARE <i>Danielle H. Healis</i>

ACORD 25 (2010/05)

INS025 (201005).01

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CERTIFICATE OF LIABILITY INSURANCE

Date
1/15/2015

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

NAIC #

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																				
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 70%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 5%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits		OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits		OTH-ER																							
	E.L. Each Accident			\$1,000,000																						
	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						
Other		Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616																								

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 82-65-070

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

FAX: 727-863-5003 / ISSUE 05-07-10 (CF)Reissued 12/10/12 (SH) / Reissued 12/9/13 (SH) / REISSUE 03-11-14 (TD)

Begin Date 4/26/2010

CERTIFICATE HOLDER

OSCEOLA COUNTY
ATTN: HOLLY WILKINSON
3 COURTHOUSE SQUARE, STE 219
KISSIMMEE, FL 34741

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

John A. ...

**AMENDMENT #5
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the "CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011, further amended on May 8, 2012, May 1, 2013 and June 18, 2014 between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term through June 30, 2015 at Year Five Pricing.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1 shall be amended to read as follows:

SECTION 1. TERM.

The term of this Agreement is amended to extend through June 30, 2015 and may be extended when in the best interest of the County.

2. This change shall be effective upon this Amendment being executed by both parties.
3. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
County Manager/Designee

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/ Deputy Clerk of the Board Date

GRUBBS EMERGENCY SERVICES, LLC

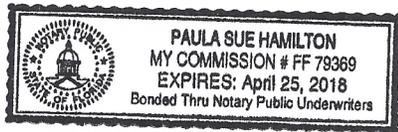
By: _____
Title: Manager
Date: 11/25/2014

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was executed before me this 25 day of November, 2014, by John G Grubbs, as manager of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires:
May 25, 2018

Paula Sue Hall
NOTARY PUBLIC, State of Florida



**AMENDMENT #4
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the "CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011, further amended on May 8, 2012, and May 1, 2013 between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term through December 28, 2014 at Year Five Pricing.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term shall be deleted in its entirety and replaced with the following:

SECTION 1. TERM.

The term of this Agreement is amended to extend through December 28, 2014 and may be extended when in the best interest of the County.

2. The Agreement is hereby amended to add the following:

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY

expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

Section 12 Public Records is deleted in its entirety and replaced with the following:

SECTION 35. PUBLIC RECORDS COMPLIANCE.

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; and
 - b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the county.
 - e) If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.
4. These changes shall be effective upon this Amendment being executed by both parties.
 5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**AMENDMENT #3
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 1115 South Main Street, Brooksville, Florida 32601, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011 and May 8, 2012, between the COUNTY and the CONTRACTOR; and

WHEREAS, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term through June 28, 2014, and to amend **Exhibit "B"**, Pricing Schedule to add Year Five Pricing.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 1. Term is hereby amended to read as follows::

SECTION 1. TERM

The term of this Agreement shall extend from the period beginning June 29, 2009 and continuing through June 28, 2014 and may be extended when in the best interest of the COUNTY.

2. **Exhibit "B"**, Pricing Schedule is hereby amended to add Year Five Pricing as follows:

Exhibit "B"
Year Five Pricing Schedule
(Year Four Pricing has been carried forward and will apply as Year Five Pricing)

Project Management Category	Unit Price Per Hour for Year 5
Project Principal	\$0.00
Project Manager	\$0.00
Field Superintendent	\$65.00
Field Supervisor	\$55.00
Data Technician	\$0.00
Administrative Assistant	\$0.00

Work Crew Category	Unit Price Per Hour for Year 5
Equipment Operator-Front End Loader	\$20.00
Equipment Operator-Skid Steer Loader	\$15.00
Equipment Operator-Articulating Loader	\$20.00
Equipment Operator-Dump Truck	\$15.00
Equipment Operator-Flat Bed Truck	\$15.00
Equipment Operator-Trailer Mounted Mulcher	\$20.00
Equipment Operator-Backhoe	\$15.00
Equipment Operator-Clam Shell	\$25.00
Equipment Operator-Crane	\$50.00
Tool Operator(i.e. chain saw)	\$31.00
Traffic Controller	\$31.00
Laborer	\$31.00

Equipment and Specification	Unit Price Per Hour for Year 5
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$40.00
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$50.00
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$60.00
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$100.00
Breaker, Hand Held Pavement, Weight, 25-90 pounds	\$25.00
Breaker, Pavement, To 70 Horsepower	\$25.00
Breaker, Pavement, To 105 Horsepower	\$25.00
Breaker, Pavement, To 137 Horsepower	\$25.00
Breaker, Pavement	\$25.00
Bucket, Clamshell, Capacity, 1 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 2.5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 7.5 Cubic Yard	\$75.00

Equipment and Specification	Unit Price Per Hour for Year 5
Chain Saw, Bar Length, 16 Inches	\$0.00
Chain Saw, Bar Length, 25 Inches	\$0.00
Chain Saw Pole, Bar Length, 18 Inches	\$0.00
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$30.00
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$40.00
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$50.00
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$60.00
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	\$65.00
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$80.00
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$100.00
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$110.00
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$110.00
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$115.00
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$120.00
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$125.00

Equipment and Specification	Unit Price Per Hour for Year 5
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$180.00
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$250.00
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$350.00
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$500.00
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$600.00
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$900.00
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$50.00
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$75.00
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$100.00

Equipment and Specification	Unit Price Per Hour Year 5
Fork Lift, Capacity 50,000, To 215 Horsepower	\$110.00
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$50.00
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$50.00
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$110.00

Equipment and Specification	Unit Price Per Hour Year 5
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$120.00
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$90.00

Equipment and Specification	Unit Price Per Hour Year 5
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$90.00
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	\$0.00

Equipment and Specification	Unit Price Per Hour for Year 5
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	\$0.00
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	\$0.00
Sweeper, Pavement, To 110	\$50.00
Sweeper, Pavement, To 150	\$50.00
Sweeper, Pavement, To 200	\$50.00
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mower	\$85.00
Trailer, Dump, Capacity, 30 Cubic Yard	\$95.00
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mower	\$100.00
Trailer, Equipment, Capacity 30 tons	\$90.00
Trailer, Equipment, Capacity 40 tons	\$90.00
Trailer, Equipment, Capacity 60 tons	\$100.00
Trailer, Equipment, Capacity 120 tons	\$100.00
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	\$50.00
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	\$50.00
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	\$50.00
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	\$50.00

Equipment and Specification	Unit Price Per Hour for Year 5
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	\$65.00
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	\$95.00
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 150,000 pounds, To 150 Horsepower	\$50.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	\$50.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	\$75.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	\$90.00

Equipment and Specification	Unit Price Per Hour for Year 5
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450	\$100.00
Truck Knuckle Boom, add flatbed truck to truck mounted crane	\$140.00
Truck Pick-up, To 130 Horsepower	\$50.00
Truck Pick-up, To 180	\$50.00
Truck Pick-up, To 230	\$50.00
Truck Pick-up, To 280	\$75.00
Truck Tractor, To 210	\$75.00
Truck Tractor, To 265	\$75.00
Truck Tractor, To 310	\$75.00
Truck Tractor, To 350	\$75.00
Tub Grinder, To 400 Horsepower	\$450.00
Tub Grinder, To 500 Horsepower	\$450.00
Tub Grinder, To 600 Horsepower	\$500.00
Tub Grinder, To 700 Horsepower	\$500.00
Tub Grinder, To 800 Horsepower	\$550.00

Equipment and Specification	Unit Price Per Hour for Year 5
Tub Grinder, To 900 Horsepower	\$550.00
Tub Grinder, 1,000 Horsepower	\$550.00

Exhibit B-3 Hazardous Stump Size (Diameter)	Unit Price Per Stump Year 5
12" to 23", Pulling Method	\$0.00
24" to 48", Pulling Method	\$50.00
49" to 72", Pulling Method	\$75.00
73" and greater, Pulling Method	\$75.00
73" and greater (out of the ground)	\$75.00
12" to 23", Grinding Method	\$25.00
24" to 48", Grinding Method	\$25.00
49" to 72", Grinding Method	\$30.00
73" and greater, Grinding Method	\$30.00

Reference Notes *1 :The removal of the stump shall be treated as regular vegetative debris, however, the CONTRACTOR's rate shall include to repair the area of the stump removal.

Reference Notes *2: The diameter of the stump is measured two (2) feet up from the ground.

Reference Notes *3: The rate includes removal, load and haul, trimming of roots, restoration of the site including sodding, and final disposal.

Reference Notes *4: The rate is for loading and hauling only. The cost for pulling it out of the ground is not applicable.

Reference Notes*5: It shall be assumed that the tree has previously cut flush to the ground. The cost of the tree cutting is included in Exhibit B-5.

Exhibit B-4 Debris Type	Note Reference	Unit Price Per Cubic Yard Year 5
Vegetative Debris	*1	\$19.50
Construction and Demolition and White Goods		\$18.00

Exhibit B-5 Removal of Tree-Diameter Breast Height (DBH) (inches)	Note Reference	Unit Price Per Tree Year 5
12" to 23" inches	*1	\$10.00
24" to 48" inches		\$20.00
49" to 72" inches		\$30.00
73" and greater		\$35.00

Reference Notes* 1: The rate includes the cutting of the tree flush to the ground and sufficient field reduction as required for loading into a haul vehicle.

Exhibit B-6 Hazardous/Eligible Limb Quantity per Tree	Note Reference	Unit Price Per Tree Year 5
1 to 5	*1	\$15.00
6 and greater		\$15.00
Ineligible Limb Per Tree (less than 2" in diameter)		Unit Price Per Tree Year 5
One or more limbs		\$50.00

Reference Notes *1 : Removal of tree limbs must satisfy the hazardous limb criteria of at least 2 inches in diameter and 2 feet in length.

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3. These changes shall be effective upon this Amendment being executed by both parties.
4. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ___ day of _____, 2013.

OSCEOLA COUNTY, FLORIDA

By: _____
County Manager/Designee

GRUBBS EMERGENCY SERVICES, LLC

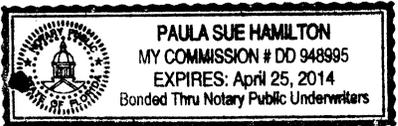
By: _____
Title: Managing Member
Date: April 11, 2013

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was executed before me this 11 day of April, 2013, by John Gary Grubbs, as Manager of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

Commission Expires: _____

Paula Sue Hamilton
NOTARY PUBLIC, State of Florida



**AMENDMENT #2
TO THE AGREEMENT BETWEEN
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 1115 South Main Street, Brooksville, Florida 32601, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the COUNTY the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009 and as amended January 10, 2011; and

WHEREAS, pursuant to Section 23, Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

WHEREAS, the parties desire to amend Exhibit "B" Pricing Schedule and to renew the term of the Agreement for one (1) additional year.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

- 1. The term of the Agreement shall extend for the period beginning June 29, 2012 and continuing through June 28, 2013, and may be extended when in the best interest of the County.**
- 2. Exhibit "B" Pricing Schedule shall be amended to add the Year Four Pricing Schedule, attached hereto and made a binding part hereof.**
- 3. Pricing for Year Four shall remain the same as the pricing for Year Three of the agreement.**
- 4. The Agreement shall be amended to include the following Sections:**

SECTION 31

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government

to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 32 **SOVEREIGN IMMUNITY**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 33 **PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Danny Sheaffer, Solid Waste Manager
Osceola County Public Works Department

750 South Bass Road
Kissimmee, Florida 34746
Phone: 407-742-7752
Email: dshe@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Paula Sue Hamilton, Contract Administrator
Grubbs Emergency Services, LLC
P.O. Box 12113
Brooksville, Florida 34603-2113
Phone: 352-796-7127
Email: pshamilton@grubbses.com

5. These changes shall be effective upon this Amendment being executed by both parties.
6. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 8th day of May, 2012.

OSCEOLA COUNTY, FLORIDA

By: [Signature]
County Manager/Designee

GRUBBS EMERGENCY SERVICES, LLC

By: R V Jylc

Title: manager

Date: April 17, 2012

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was executed before me this 17 day of April, 2012, by Ralph V. Jylc, as manager of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Commission Expires:

[Signature]
NOTARY PUBLIC, State of Florida



REVISED
Exhibit "B"
Year Four Pricing Schedule
(Year Three Pricing has been carried forward and will apply as Year Four Pricing)

Project Management Category	Unit Price Per Hour for Year 4
Project Principal	\$0.00
Project Manager	\$0.00
Field Superintendent	\$65.00
Field Supervisor	\$55.00
Data Technician	\$0.00
Administrative Assistant	\$0.00

Work Crew Category	Unit Price Per Hour for Year 4
Equipment Operator-Front End Loader	\$20.00
Equipment Operator-Skid Steer Loader	\$15.00
Equipment Operator-Articulating Loader	\$20.00
Equipment Operator-Dump Truck	\$15.00
Equipment Operator-Flat Bed Truck	\$15.00
Equipment Operator-Trailer Mounted Mulcher	\$20.00
Equipment Operator-Backhoe	\$15.00
Equipment Operator-Clam Shell	\$25.00
Equipment Operator-Crane	\$50.00
Tool Operator(i.e. chain saw)	\$31.00
Traffic Controller	\$31.00
Laborer	\$31.00

Equipment and Specification	Unit Price Per Hour for Year 4
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$40.00
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$50.00
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$60.00
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$100.00
Breaker, Hand Held Pavement, Weight, 25-90 pounds	\$25.00
Breaker, Pavement, To 70 Horsepower	\$25.00
Breaker, Pavement, To 105 Horsepower	\$25.00
Breaker, Pavement, To 137 Horsepower	\$25.00
Breaker, Pavement	\$25.00
Bucket, Clamshell, Capacity, 1 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 2.5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 7.5 Cubic Yard	\$75.00

Equipment and Specification	Unit Price Per Hour for Year 4
Chain Saw, Bar Length, 16 Inches	\$0.00
Chain Saw, Bar Length, 25 Inches	\$0.00
Chain Saw Pole, Bar Length, 18 Inches	\$0.00
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$30.00
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$40.00
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$50.00
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$60.00
Chipper Brush, Chipping Capacity, 19 inches, To 200 Horsepower, Trailer Mounted	\$65.00
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$80.00
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$100.00
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$110.00
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$110.00
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$115.00
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$120.00
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$125.00
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$180.00

Equipment and Specification	Unit Price Per Hour for Year 4
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$250.00
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$350.00
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$500.00
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$600.00
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$900.00
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$50.00
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$75.00
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$100.00

Equipment and Specification	Unit Price Per Hour Year 4
Fork Lift, Capacity 50,000, To 215 Horsepower	\$110.00
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$50.00
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$50.00
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$110.00

Equipment and Specification	Unit Price Per Hour Year 4
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$120.00
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$90.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750	CONTACT NAME: Danielle Healis PHONE (A/C No. Ext): (352) 796-1451 E-MAIL ADDRESS:	FAX (A/C No.): (352) 799-5986
	INSURER(S) AFFORDING COVERAGE	
INSURED Grubbs Emergency Services LLC P.O. Box 468 Aripeka FL 34679	INSURER A: Seneca Specialty Insurance Co	
	INSURER B: General Ins. Co. of America	
	INSURER C: Century Surety Ins. Co	
	INSURER D: American Zurich Insurance Co	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BAG1010829	2/10/2012	2/10/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		01CI50249510	10/3/2011	10/3/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> \$10,000 PIP					PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CCP744997	2/10/2012	2/10/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$
D	Equipment Floater		EC69228411	3/25/2012	3/25/2013	Rented Equipment Limit - \$143,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Limits shown are those in effect at policy inception date. e-mail: hwil@osceola.org

CERTIFICATE HOLDER Osceola County 3 Courthouse Square Suite 219 Kissimmee, FL 34741	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Danielle Healis/CLARE <i>Danielle H. Healis</i>

CERTIFICATE OF LIABILITY INSURANCE

Date
1/6/2012

Producer: Lion Insurance Company
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

NAIC #

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2012	01/01/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 75%;">WC Statutory Limits</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 15%;">OTHER</td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTHER		E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTHER																			
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). A.M.B. # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 82-65-070

Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":

Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in Florida.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

FAX: 727-863-5003 / ISSUE 05-07-10 (CF)

Begin Date: 4/26/2010

CERTIFICATE HOLDER

OSCEOLA COUNTY
ATTN: HOLLY WILKINSON
3 COURTHOUSE SQUARE, STE 219
KISSIMMEE, FL 34741

CANCELLATION

Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

J. L. ...

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return To List		<input type="text" value="Entity Name Search"/>	
Events	No Name History	<input type="button" value="Submit"/>			
Detail by Entity Name					
<u>Foreign Limited Liability Company</u>					
GRUBBS EMERGENCY SERVICES, LLC					
<u>Filing Information</u>					
Document Number	M03000001704				
FE/EIN Number	880474477				
Date Filed	05/23/2003				
State	WY				
Status	ACTIVE				
Last Event	LC AMENDMENT				
Event Date Filed	11/04/2011				
Event Effective Date	NONE				
<u>Principal Address</u>					
20 SOUTH BROAD STREET BROOKSVILLE FL 34601					
<u>Mailing Address</u>					
20 SOUTH BROAD STREET BROOKSVILLE FL 34601					
<u>Registered Agent Name & Address</u>					
THE HOGAN LAW FIRM, LLC 20 SOUTH BROAD STREET BROOKSVILLE FL 34601 US					
Name Changed: 02/17/2004					
<u>Manager/Member Detail</u>					
Name & Address					
Title MGR					
TAGLIA, R. VICTOR 801 S. BROAD ST. BROOKSVILLE FL 34601					
Title MGR					
HOGAN, THOMAS S JR. 20 S BROAD ST BROOKSVILLE FL 34601					
<u>Annual Reports</u>					
Report Year Filed Date					
2010 02/26/2010					

2011 01/12/2011
2012 02/29/2012

Document Images

- [02/29/2012 – ANNUAL REPORT](#)
- [11/04/2011 – LC Amendment](#)
- [01/12/2011 – ANNUAL REPORT](#)
- [02/26/2010 – ANNUAL REPORT](#)
- [03/12/2009 – ANNUAL REPORT](#)
- [02/06/2008 – ANNUAL REPORT](#)
- [02/26/2007 – ANNUAL REPORT](#)
- [02/16/2006 – ANNUAL REPORT](#)
- [04/19/2005 – ANNUAL REPORT](#)
- [04/02/2004 – ANNUAL REPORT](#)
- [02/17/2004 – ANNUAL REPORT](#)
- [05/23/2003 – Foreign Limited](#)

Note: This is not official record. See documents if question or conflict.

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[Events](#) [No Name History](#)

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State of Florida, Department of State

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Grubbs Emergency Services, LLC., 1115 South Main Street, Brooksville, Florida 34601, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Emergency Disaster Debris Removal & Disposal Services, pursuant to RFP-09-286-LM; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall extend for the period beginning June 29, 2009 through June 28, 2012, and may be extended when in the best interest of the COUNTY.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien,

attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will be paid for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
 - a. Combined Single Limit: \$500,000.00 per accident,

OR

- b. Bodily Injury: \$500,000.00 per person,
AND
Property Damage: \$500,000.00 per accident;

2. GENERAL LIABILITY: \$1,000,000.00 each occurrence;
3. GENERAL AGGREGATE: \$2,000,000.00;
4. EXCESS COVERAGE: \$1,000,000.00;
5. PRODUCTS LIABILITY: \$2,000,000.00; and,
6. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

B. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

C. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,

5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. PUBLIC RECORDS.

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts

and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

SECTION 18. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 20. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 21. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 22. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
 Attention: Procurement Services
 1 Courthouse Square, Suite 2300
 Kissimmee, Florida 34741

CONTRACTOR: Grubbs Emergency Services, LLC.
 1115 South Main Street
 Brooksville, Florida 34601

SECTION 23. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 24. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 25. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 26. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 27. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 28. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 29. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 30. **AUDITING, RECORDS, AND INSPECTION.**

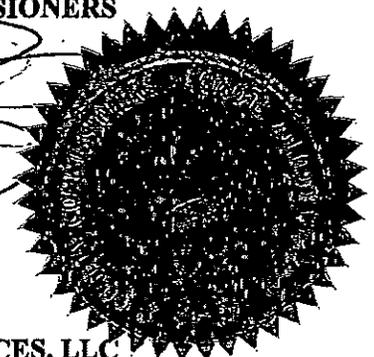
In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine

whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement, based upon the findings in this audit, without regard to any notice requirement for termination.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 6 day of July, 2009.

**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA**

By: [Signature]
Chairman/Vice-Chairman



ATTEST:

[Signature]
Clerk/Deputy Clerk of the Board

GRUBBS EMERGENCY SERVICES, LLC

By: [Signature]
Print: John G. GRUBBS
Title: PRES.

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was executed before me this 18 day of June, 2009, by John G. Grubbs as President of Grubbs Emergency Services, LLC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

[Signature]
NOTARY PUBLIC, State of Florida

(stamp)  **Paula Sue Hamilton**
Commission # DD544562
Expires April 25, 2010
Bonded Troy Fair - Insurance, Inc. 800-385-7019

Exhibit "A"
Scope of Services

1. Scope of Services:

- a. The CONTRACTOR shall furnish all materials, equipment, permits, labor and services required to perform emergency disaster debris removal and disposal services throughout Osceola County on an as needed basis according to the minimum requirements as specified in this Agreement and all subsequent Amendments and/or official documents that form the Contract Documents for this Agreement.
- b. The CONTRACTOR shall provide professional technical services, and be responsible for the performance of all the requirements of this scope of services, and act as directed by the COUNTY. The services shall include, but are not limited to, preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation as declared by the United States federal government, the State of Florida, or Osceola County. Response time shall be deemed as having a CONTRACTOR's representative physically present at the Osceola County Emergency Operations Center within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of a COUNTY Task Order.
- c. The CONTRACTOR shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, and after any potential or actual disaster situations including, but not limited to, tornadoes, hurricanes, and other severe weather events; and any other natural or man-made disaster or event. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The CONTRACTOR shall be responsible for the safety of the CONTRACTOR's personnel and equipment. The CONTRACTOR shall pay for all costs associated with the performance of this Agreement including, but not limited to, materials, personnel, taxes, and fees.
- d. When a major disaster occurs or is imminent, the COUNTY shall contact the CONTRACTOR to advise of Osceola County's intent to activate this Agreement, in the form of an Alert. Said Alert will serve to establish the lines of communication between the CONTRACTOR'S representatives and the COUNTY. The Alert may require the CONTRACTOR to send an Operations Manager to Osceola County within twenty- four (24) hours to begin planning and mobilization. Subsequently, the COUNTY shall issue the first Task Order which shall authorize the CONTRACTOR to begin mobilizing the personnel and equipment as necessary to perform the work. The Task Order shall direct the CONTRACTOR to execute the required Performance and Payment Bonds. The CONTRACTOR shall receive the Task Order from the COUNTY within the first twenty-four (24) hours following landfall of a hurricane or occurrence of other disasters. The CONTRACTOR shall commence performance on the day and time as set forth in the first Task Order issued after the disaster. Sufficient work crews shall be mobilized to complete the clearing of the streets and

roads identified by the COUNTY.

- e. The COUNTY reserves the right to activate any, all, or none of the contractors that are awarded pursuant to the COUNTY's solicitation for the services contained in this Agreement.
 - f. **Performance Bond:** The CONTRACTOR shall provide a performance bond in the amount of Five Million Dollars (\$5,000,000.00). The performance bond shall be in the form of a surety bond, cashier's check, or certified check (with checks made payable to Osceola County Board of County Commissioners). This bond must be received within ten (10) days upon notice to proceed for an emergency event.
2. **CONTRACTOR's Capability:** The CONTRACTOR shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The CONTRACTOR shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The CONTRACTOR shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience with major disaster recovery projects.
 3. **Task Order:** The COUNTY shall issue a Task Order to the CONTRACTOR defining the work, ceiling price, schedule, and documentation. The CONTRACTOR shall provide the COUNTY a ceiling price, not-to-exceed, for work defined on the Task Order.
 4. **Compensation:**
 - a. Compensation shall not accrue to the CONTRACTOR unless and until a Task Order is issued either in anticipation of a debris-generating disaster or immediately following such disaster. The CONTRACTOR shall be responsible for removal and disposal operations, and shall utilize its own subcontractor's resources to meet its contractual obligations.
 - b. The CONTRACTOR's invoices for services performed under Task Orders shall be presented for payment to the COUNTY's DEBRIS MANAGER, or designee. Each invoice shall reference the Task Order issued for the work.
 - c. The COUNTY shall not pay for mobilization and demobilization.
 - d. Payment for work completed shall be invoiced on a thirty (30) day basis. Invoices shall be based on verified quantities from the daily operational reports.
 - e. A ten percent (10%) retainer shall be withheld until the end of the project, including ticket reconciliation.
 - f. Payment for the removal of vegetative debris including all costs associated with loading, hauling and dumping, shall be paid for under the item for Vegetative Debris in Exhibit B-

4. This shall include all stump remnants, seventy two (72) inches and smaller, that do not require grubbing from the ground.
- g. Payment for the removal of Construction and Demolition Debris and White Goods debris, including all costs associated with loading, hauling and dumping, shall be paid for under the item for Construction and Demolition Debris in Exhibit B-4.
 - h. Payment for the removal of stumps (stumps that require grubbing and backfilling), 24 inches in diameter and larger, shall include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal, and shall be paid for under the item for the appropriate size category for Stump Removal in Exhibit B-3.
 - i. Payment for work completed shall be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling, shall result in non-payment for the down time. Down time shall be deducted in one half hour segments. Down time occurring for less than fifteen minutes (15) shall not be deducted from reported work hours.
 - j. Payment for the clearing of debris including all costs associated with removing, cutting, loading, hauling and dumping debris shall be paid for under the hourly fee schedule.
 - k. The maximum payment allowed shall be as defined in the Task Order ceiling price. The CONTRACTOR shall be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully executed by the COUNTY.
 - l. All hourly equipment rates are all inclusive including the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.
 - m. All hourly manpower rates are all inclusive including the cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs. Payment for all debris sorted, segregated, processed, and reduced shall be made at the unit price per cubic yard provided in Exhibit "B."
 - n. Payment for mobilization, demobilization, site preparation, and site closure is included in the unit cost for processing debris.
 - o. Payment for hauling processed debris from the Debris Management Site (DMS) to the final disposal site is by the ton or cubic yard, as determined by the COUNTY.
5. **Permits:** The CONTRACTOR shall be duly licensed in accordance with the state and local statutory requirements to perform the work. The CONTRACTOR shall obtain permits and licenses necessary to conduct the scope of services in this Agreement. The CONTRACTOR shall be responsible for determining what permits are necessary to conduct the work under this Agreement. Copies of all permits shall be submitted to the COUNTY Debris Manager,

or designee, throughout the contract period. The COUNTY shall obtain any regulatory permits required for the processing and disposal of collected debris if necessary.

6. **Notice of Violations:** The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violation issued as a result of the CONTRACTOR's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for any such violations shall be at no additional cost to COUNTY.
7. **Subcontractors:** The CONTRACTOR is encouraged to employ experienced and qualified local subcontractors. The subcontracting structure shall not exceed 3 tiers ((i)sub/ (ii)sub, sub/ (iii) sub, sub, sub) unless authorized by the COUNTY Debris Manager, or designee. The CONTRACTOR shall maintain a record of the subcontractor's certificate of insurance. The Subcontractor's insurance shall include the requirements listed in this Agreement. The CONTRACTOR shall provide proof of the subcontractor's vehicle, worker' compensation, and other insurance requirements upon the COUNTY's request.
8. **Recycling:** Recycling of debris by the CONTRACTOR is encouraged and will be coordinated with the COUNTY Debris Manager, or designee.
9. **Debris Collection:** Debris removal shall generally be limited to debris in, upon, or brought to the public streets and roads, ROW, COUNTY properties and facilities, and other public sites identified by COUNTY. The CONTRACTOR shall be responsible for debris removal and lawful disposal operations consistent with this scope of services. Disposal, recycling or reuse of debris and related by-products inside the COUNTY's jurisdictional boundaries shall require written approval of the COUNTY Debris Manager, or designee, and be appropriately permitted. The CONTRACTOR shall be responsible for the hauling of debris for disposal at a location to be determined by the COUNTY. The CONTRACTOR shall be responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites (DMS). It is possible that the COUNTY may require removal of debris from publicly maintained drainage areas by the CONTRACTOR. The COUNTY shall identify these areas and provide the appropriate authorization as described in this Agreement to conduct this work. It is anticipated that multiple collection passes shall be performed for each public road, street, and ROW. This shall allow residents to return to their properties and bring debris to the ROW as recovery progresses. The COUNTY shall direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The location of DMS shall be identified by the COUNTY. It is possible that DMS may be required for different types of debris. The COUNTY shall establish designated homeowner drop-off sites. The CONTRACTOR shall be required to remove the debris collected at these sites on a daily basis. The CONTRACTOR shall be responsible for debris collection activities including, but not limited to, furnishing all labor, materials, equipment and accessories to accomplish the following tasks:
 - a. **Removal and Disposal of Sidewalks and Damaged Improvements:** The CONTRACTOR shall remove and dispose of damaged sidewalks and other damaged improvements from the public Rights-of-Way (ROW). Areas from which damaged sidewalks and other improvements are removed by the CONTRACTOR shall be brought

back to grade.

- b. **Removal and Disposal of Structures and Buildings:** The CONTRACTOR shall remove and dispose of condemned structures and buildings that pose a threat to public safety.
- c. **Removal and Disposal of Vehicles:** The CONTRACTOR shall provide assistance to the COUNTY for the removal and disposal of vehicles that may cause an unsafe or hazardous situation. The CONTRACTOR shall assist the COUNTY with the removal of vehicles, take an inventory of the removed vehicles and their contents, identify each vehicle's owner and store all vehicles at the DMS. All damaged and abandoned vehicles shall be disposed of properly.
 - i. The CONTRACTOR shall notify the COUNTY inoperable automobiles, trucks, trailers, boats, and boat trailers of that obstruct or impede debris removal. The COUNTY shall inspect this debris and notify the CONTRACTOR if the debris is to be removed by the CONTRACTOR. Removal of this debris by the CONTRACTOR shall be accomplished by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to the item. Items shall be stored as directed by the COUNTY Debris Manager, or designee. The CONTRACTOR shall notify the COUNTY Debris Manager, or designee, and receive approval prior to removal of any such personal property.
- d. **Removal and Disposal of Fallen Trees:** The CONTRACTOR shall be responsible for the removal and disposal of fallen trees that originate from within the Right-of-Way and those which extend onto the Right-of-Way from private property, at the point where it enters the Right-of-Way, and that part of the eligible debris which lies within the Right-of-Way, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
- e. The CONTRACTOR shall providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods resulting from the events.
- f. The CONTRACTOR shall be responsible for the removal and disposal of sand, earthen and foreign materials from roads, streets, bridges and Right-of-Way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures. The CONTRACTOR shall screen sand and return clean sand to designated sites. The CONTRACTOR shall obtain all required permits for this type of depositing. The CONTRACTOR shall meet the local, state and federal guidelines for clearing, removing, and processing any soil, mud or dirt that may have built up along public (COUNTY) property.
- g. The CONTRACTOR shall clean and open drainage systems.
- h. In all areas throughout the COUNTY where debris removal is accomplished and damage is done due to the CONTRACTOR's operations, the CONTRACTOR shall be responsible for

returning those areas to their original condition. All damages to pavement, sidewalks, curbs, or any other infrastructure shall be repaired or restored to the satisfaction of the COUNTY.

- i. The CONTRACTOR shall immediately remove from service all unsafe, malfunctioning, and/or equipment leaking oil or other fluids. The CONTRACTOR shall be responsible for removal and containment of all leaked fluids from the effected soil and pavement.

10. Collection Crew: The severity of a disaster event shall impact the number of collection crews required. The CONTRACTOR shall discuss potential collection requirements as part of the pre-event planning.

a. Crew/Equipment Requirements: A crew shall consist of the following minimum resources:

- i. One (1) self loader or a combination of three (3) hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
- ii. One (1) sawman and two (2) laborers with all pertinent equipment;
- iii. Two (2) flagmen, and
- iv. Hot Spot Crew: The CONTRACTOR shall have at least one (1) "hot spot crew".

b. The CONTRACTOR shall provide sufficient field supervision for all assigned activities. The CONTRACTOR shall provide a minimum of three (3) field supervisors at all times. For each 100,000 cubic yards of disaster-related debris, an additional three (3) field supervisors shall be supplied.

11. Operation of DMS: The CONTRACTOR shall operate the DMS. Only CONTRACTOR vehicles and other vehicles specifically authorized by the COUNTY shall be allowed to use the sites.

- a. Osceola County citizens shall be advised to separate debris into the categories identified in this Agreement, if practical. Failure on the part of the users to separate the debris types does not relieve the CONTRACTOR of its Agreement responsibilities.
- b. The CONTRACTOR shall manage the DMS to accommodate the various types of delivered debris, i.e., vegetative and woody, mixed construction and demolition debris and vegetative, construction and demolition debris, and household hazardous wastes (HHW). It is possible that the extent of the disaster event may render this separation impractical.
- c. The Florida Department of Environmental Protection (FDEP) requires that all HHW collected from debris operations shall be stored in a secondary container and maintained under a covered area. Leaking containers shall be placed in another container and stored in a secondary container. Twelve (12) volt batteries shall be stored above ground under a covered structure. The CONTRACTOR shall be responsible for the disposal or recycling

of this type of debris.

- d. The CONTRACTOR shall be aware of and comply with the requirements of the Davis Bacon Act. The Davis Bacon Act requirements shall apply to collection of debris from Federal Highway Administration (FHWA) roads if requested by the COUNTY.

12. Work Plan:

- a. The CONTRACTOR shall, with the COUNTY's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a two (2), seven (7), and fourteen (14) day projection. The plan shall be updated every operational period.
- b. The CONTRACTOR shall provide an interim schedule within two (2) days and a final project plan within five (5) days following the day of the disaster. Said project plan should include subcontracting activities, number of hauling units, and anticipated completion schedule.
- c. The CONTRACTOR shall provide an interim schedule within forty eight (48) hours and final plan within five (5) days following the receipt of the COUNTY's Task Order. The plan shall include details for subcontracting activities and a safety action plan for all operations.

13. Operations and Safety Plan: Upon execution of the Agreement, the CONTRACTOR shall prepare an Operations and Safety plan for approval by the COUNTY. The Operations and Safety plan shall include, but not be limited to, the following:

- a. Method of subcontracting collection crews including the determination of the number of crews
- b. Communications with the COUNTY
- c. Reporting data and information
- d. Quality Assurance/Quality Controls and other controls
- e. Field supervision and controls
- f. Documentation of response to and corrective measures for property damage resulting from collection activities
- g. Fuel supply
- h. Maintenance of traffic
- i. Equipment and operations safety procedures
- j. Protocol for debris removal around potential energized power lines
- k. Subcontractor training for compliance with federal requirements
- l. Invoicing

14. **Logistics Activities:** Upon request from the COUNTY, the CONTRACTOR shall be responsible for management, staff augmentation and support capabilities including, but not limited to, consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, debris removal, deployable personnel, and major end items and Development of Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, and food and lodging.
15. The CONTRACTOR shall comply with all federal, state and local safety and health requirements. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, County and City governments or agencies, or of any public utilities.
16. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
17. The CONTRACTOR shall conduct operations in such a manner as to minimize property damage or personal injury to existing COUNTY and private property caused by its negligent acts or omissions or willful misconduct during the course of performance under the Agreement. Should any damage occur, the CONTRACTOR shall report the location and extent of the damage (including pictures) to the Debris Manager, or designee. The CONTRACTOR shall make best efforts to contact the property owner and notify them of the damage and provide the COUNTY Debris Manager, or designee contact information.
18. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under the Agreement nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any person, resident, business or institution for work performed under the Agreement. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone other than authorized subcontractors, during the period of the Agreement.
19. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the COUNTY under the Agreement with Eligible Debris hauled for other Counties or Municipalities under separate contracts.
20. **CONTRACTOR's Personnel:** The CONTRACTOR shall provide a Project Manager (PM) to oversee the work. The CONTRACTOR's PM shall be required to attend daily project meetings with the COUNTY for the duration of the work. The CONTRACTOR's PM shall coordinate all communications with the COUNTY. The CONTRACTOR's PM shall oversee and be responsible for all reporting, information, and invoicing submitted to the COUNTY.
 - a. The CONTRACTOR shall provide the COUNTY with an updated list of all subcontractors, as well as phone numbers of the CONTRACTOR's personnel.

- b. Prior to the COUNTY assigning work, the CONTRACTOR shall provide the COUNTY with an affidavit stating there is a signed Agreement between the CONTRACTOR and each subcontractor.
 - c. The CONTRACTOR shall provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. The CONTRACTOR shall have a means to communicate with all their workers.
21. **Work Hours:** The CONTRACTOR shall not conduct debris removal and reduction operations generating noise levels above that normally associated with routine traffic from dusk until dawn, or as otherwise directed by the COUNTY's DEBRIS MANAGER, or designee.
22. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CONTRACTOR and the COUNTY's DEBRIS MANAGER, or designee.
23. The CONTRACTOR shall perform work seven (7) days per week, including holidays as approved by the COUNTY's DEBRIS MANAGER, or designee. The CONTRACTOR shall be required to work, at minimum, a ten (10) hour day, seven (7) days a week during the first pass removal phase. The CONTRACTOR will be required to work, at minimum, a ten (10) hour day, six (6) days a week during the remaining debris removal passes. The COUNTY reserves the right to extend or reduce the hours and days of operation during the Agreement period. The work shall be conducted during daylight hours. The CONTRACTOR shall work more than ten (10) hours per day if desired. The CONTRACTOR shall coordinate with the COUNTY's DEBRIS MANAGER, or designee to establish the work hours and to update schedules. Rain events during collection shall not be considered reason to stop work unless the conditions create a potential safety hazard. The CONTRACTOR shall notify the COUNTY's DEBRIS MANAGER, or designee, of work stoppage due to inclement weather with the appropriate justification.
24. Maximum allowable time for completion shall be determined during the seven (7) day planning period following the day of the disaster. The COUNTY's DEBRIS MANAGER, or designee, shall initiate additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.
25. Maximum allowable time for completion will be the first (1st) seventy (70) hours of actual work, unless the COUNTY initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties.
26. **Mobilization:** The CONTRACTOR shall be fully mobilized to begin debris removal operations within two (2) days following the completion of the emergency push operations. Debris Removal Work within Osceola County shall be prioritized by the COUNTY's

DEBRIS MANAGER, or designee.

27. **Documentation Management and Support:** The CONTRACTOR shall assist the COUNTY in preparation of Federal and State reports for Public Assistance or Emergency Relief. The CONTRACTOR shall work closely with State Emergency Management, Federal, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
28. The CONTRACTOR shall complete and submit COUNTY provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal and State reimbursement.
29. **Daily Reports for Debris and Stump Removal:** The CONTRACTOR shall provide daily reports for daily load verification of debris and stump removal. Daily reporting is required with updates on the scheduled activities. Reporting could include both written and verbal updates during progress meetings. This reporting shall include the following:
 - a. Name of the CONTRACTOR and subcontractors;
 - b. Number of trucks and equipment in use per CONTRACTOR and subcontractor;
 - c. Number and types of tools in use per CONTRACTOR and subcontractor; and
 - d. Number of personnel working per CONTRACTOR and subcontractor.
30. Daily reporting shall also include daily and cumulative-to-date statistics for the following:
 - a. Number of truckloads;
 - b. Number of cubic yards of debris hauled;
 - c. Locations of completed work; and
 - d. Locations of current work.
31. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily hourly statistic totals for each hand operated equipment and equipment type shall be reported separately in this report.
32. **Weekly Productivity Reports:** Weekly productivity reports shall be provided with updates on the scheduled activities, progress, and future activities. This reporting shall include at a minimum, the following for the operation of the DMS:
 - a. Name of the sub-contractor, if applicable
 - b. Number of trucks in use
 - c. Number of loading equipment

- d. Number of personnel working
 - e. Contract number
 - f. Number and type of processing equipment
33. In order to expedite the communication and utilization of reported information, electronic data files shall be provided to the COUNTY. The format of the data should utilize Microsoft Office products such as Excel[®].
34. **Debris Clearance:** The work shall consist of clearing the streets and roads to the public ROW as directed by the COUNTY's DEBRIS MANAGER, or designee. The work shall include the clearing (push) of debris from streets and roads. The work shall include cutting and reducing debris in place in order to allow traffic movement in the ROW. The work shall also include loading and hauling the debris to an approved dumpsite.
35. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the COUNTY.
36. When clearing debris from roads, all debris shall be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.
37. The CONTRACTOR shall sort the debris into piles based on the categories identified in this Agreement. Mixing of debris types shall be avoided, if possible.
38. **Emergency Debris Clearance (Push):** Emergency Debris Clearance (Push) shall include the clearing of disaster related debris from roads and governmental property throughout the unincorporated area of Osceola County.
39. **Work Schedule for Emergency Debris Clearance (Push) Operations:** The CONTRACTOR shall work a minimum of twelve (12) hours per day for the first seventy-two (72) hours of emergency push operations or until the COUNTY releases the CONTRACTOR during the emergency clearance phase. The COUNTY reserves the right to extend or reduce the hours and days of operation during the contract period. The CONTRACTOR may work more than twelve (12) hours per day if desired. The CONTRACTOR shall coordinate with the COUNTY's DEBRIS MANAGER, or designee, to establish the work hours and develop schedules.
40. During the 48 hour planning stage, the COUNTY shall determine the streets and roads required for the Emergency Debris Clearance. The CONTRACTOR shall provide all labor, equipment, tools and materials necessary to fully operate and maintain the Emergency Debris Clearance operations (including fuel, oil, grease, repairs, and traffic control). The following types of labor, equipment, materials and tools are anticipated to include but not limited to:
- a. Dump Trucks, 16-20 yd³ capacity, with Licensed Operator
 - b. Front-end Loaders, 3-5 yd³ capacity, with Licensed Operator
 - c. Two (2) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and

miscellaneous small tools (axes, shovels, safety equipment, etc.)

- d. Pickup Trucks, ½-1 Ton, with crew foreman, and cellular phones.
- e. Fuel, oil, grease, equipment maintenance, and traffic control devices or equipment

41. Actual types of equipment and quantities shall be determined by the extent of the disaster.

42. **Equipment:** The CONTRACTOR shall use only rubber-tired equipment in the performance of loading and hauling debris. The CONTRACTOR and its personnel shall not use equipment or labor authorized for debris removal under the Agreement for private work during the working hours designated under the Agreement. Equipment shall be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within three (3) days. The COUNTY prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the COUNTY. The CONTRACTOR shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.

- a. The CONTRACTOR shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, and any other equipment which may be necessary for the performance of the Agreement.
- b. Prior to commencing debris reduction and disposal operations, the CONTRACTOR shall present to the COUNTY DEBRIS MANAGER, or designee, for approval, a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- c. All trucks and other road equipment shall be in compliance with all applicable local, state, and federal rules and regulations. All equipment used for hauling debris shall be measured and marked for its load capacity. The CONTRACTOR shall supply pre-approved measurement forms for each hauling container used under the Agreement.
- d. **Sideboards:** Sideboards or other extensions to a truck or trailer bed shall be allowed, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the COUNTY DEBRIS MANAGER, or designee.
- e. Damaged sideboards shall be repaired prior to arriving at the DMS.

- f. **Trucks and Trailers:** All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches shall not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords shall not be permitted.
- g. Prior to commencing debris removal operations, the CONTRACTOR shall present to the COUNTY DEBRIS MANAGER, or designee, a list of all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity shall be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
- h. Hauling capacity, in cubic yards, shall be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer shall be uniquely numbered for identification with a permanent marking.
- i. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the CONTRACTOR's name, the subcontractor's name, individual and unique identification number, Agreement number, and the total capacity in cubic yards of the hauling container. The CONTRACTOR shall furnish these signs. All signs or markings associated with other work shall be removed prior to performing work included in the Agreement.
- j. Equipment used under the Agreement for debris collection shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (Three (3) Cubic Yard and larger) and non-rubber tired equipment shall be approved by the COUNTY DEBRIS MANAGER, or designee. Non-rubber tired equipment shall be used at the DMS with the approval of the COUNTY DEBRIS MANAGER, or designee.
- k. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the COUNTY DEBRIS MANAGER, or designee.
- l. Trailer type hauler containers shall be equipped with either tandem axles and/or dual tires. A minimum of four (4) tires are required on all trailers. The Gross Vehicle Weight shall be a minimum of ten thousand (10,000) pounds on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
- m. Trucks or equipment that is designated for use under the Agreement shall not be used for any other work during the working hours of the Agreement. The CONTRACTOR shall not solicit work from private citizens, businesses, or others to be performed in the designated work area during the period of the Agreement. Under no circumstances shall the CONTRACTOR mix debris hauled for other contracts with debris hauled under the Agreement.

- n. The CONTRACTOR shall be responsible for removing all abandoned equipment from public and private property.
- o. The CONTRACTOR shall not store equipment or trucks on public property without the approval of the COUNTY DEBRIS MANAGER, or designee.
- p. The CONTRACTOR shall not park or camp overnight on public property without the approval of the COUNTY DEBRIS MANAGER, or designee.

43. **Debris Removal (Load and Haul):** Debris Removal shall include the loading and hauling of eligible disaster-generated debris to an approved DMS. The CONTRACTOR shall provide all labor, equipment, machines, and tools necessary to perform debris removal. The debris shall be sorted at the load site into one of the following categories; vegetative, construction and demolition (C & D), white metal (appliances), and/or hazardous waste. The COUNTY shall define other debris categories requiring sorting before collection.

44. The quantity of debris resulting from a disaster event shall preclude the sorting of debris at the curbside. The CONTRACTOR shall coordinate with the COUNTY DEBRIS MANAGER, or designee, for the appropriate direction on collection and sorting.

45. Invoicing:

- a. The CONTRACTOR shall submit invoices to include a detailed tabular report listing all individual load tickets, hours worked for each piece of equipment and crew. All backup documentation supporting the invoice charges shall be attached with the invoice. The report shall meet the COUNTY's requirements for invoicing and be approved prior to the invoicing process.

46. Ineligible Debris:

- a. Ineligible Debris shall not be loaded, hauled, or dumped under this Agreement. Mixing Ineligible Debris with Eligible Debris shall render the entire load as Ineligible. The CONTRACTOR shall not be reimbursed for collection of such mixed loads Debris of Eligible and Ineligible. Hauling of mixed loads will require approval from the COUNTY prior to loading. Ineligible Debris shall be left in place, except as directed by the COUNTY DEBRIS MANAGER, or designee.
- b. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not Eligible Debris and shall be reported to the DEBRIS MANAGER, or designee. The CONTRACTOR shall notify the local utility of the location of this damaged equipment.

47. Eligible Debris:

- a. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property, shall be cut, by the CONTRACTOR, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of the Agreement without the approval of the COUNTY.
- b. The CONTRACTOR shall ensure all assigned/Eligible Debris is removed from a Load Site before moving to the other Load Sites. During the Debris Removal process it shall be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue shall be removed from the pavement.
- c. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means to ensure no loss of debris. It is required that all equipment that is hauling debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment. The COUNTY DEBRIS MANAGER, or designee, may authorize use of other types of vehicles.

48. Tree Stump Remnants:

- a. All stump remnants less than seventy three (73) inches, which are fully disengaged from the ground shall be considered normal vegetative debris. The CONTRACTOR shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by the COUNTY.
- b. Measurement for payment of stumps removed with twenty four (24) to forty eight (48) inches, forty nine (49) to seventy two (72) inches, and seventy three (73) inches and larger diameters base cuts (measured twenty four (24) inches up from where the tree originally exited the ground) shall be per stump.
- c. Tree stumps with base cut diameter measurements less than twenty four (24) inches (measured twenty four (24) inches up from where the tree originally exited the ground) shall be considered to be normal vegetative debris and will be removed and paid with the same methods used for other vegetative debris.
- d. Tree stump remnants measuring up to seventy two (72) inches in diameter that are not attached to the ground by roots shall be considered normal vegetative debris and shall be paid for under the unit price for removing vegetative debris, NOT stump removal prices. The FEMA Stump Conversion Table shall be used to determine the equivalent stump volume of vegetative debris.

- e. Measurement for payment of tree stump remnants removed with seventy three (73) inch and larger diameter base cuts (measured twenty four (24) inches up from where the tree originally exited the ground) that are not attached to the ground by roots shall be per stump.
49. The COUNTY shall measure and document all stumps. The COUNTY shall inspect all documented stumps prior to removal. Removal of a stump prior to documentation shall result in non-payment for stump removal.
50. At the request of the COUNTY, the CONTRACTOR shall remove Hazardous Stumps. The CONTRACTOR shall provide all labor, equipment and materials to remove and dispose of the designated stumps. This work item shall only be used when it is necessary to grub or dig stumps from the ground. The CONTRACTOR shall trim all roots flush with the ground, fill all stump holes and re-sod the area, if necessary, after removal. The CONTRACTOR shall provide a lump sum stump price to remove, load, haul, restore the site, and final disposal based on size; twenty four inches (24") to forty eight inches (48"), forty nine inches (49") to seventy two inches (72"), and seventy three inches (73") and greater.
51. It is possible that a tree may break leaving the stump firmly implanted in the ground. The CONTRACTOR shall be responsible for the removal of such stumps if directed by the COUNTY DEBRIS MANAGER, or designee. The root system of these stumps may interfere with underground utilities. The CONTRACTOR shall remove such stumps by grinding or other similar means. These stumps shall NOT be pulled in order to avoid damage to underground utilities, sidewalks, pavement, etc.
52. **Stump Extraction:** Stump extraction and removal shall be in compliant with FEMA 325 and Current Disaster Assistance Policy. All debris shall be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" shall be in accordance with Federal guidelines. Vehicles delivering debris using hand loading methods will be reduced by fifty percent (50%) of the observed volume as defined by FEMA Policy RP9523.12.
53. **Measurement:** Measurement for debris removed shall be by the cubic yard as determined through truck and trailer measurement. Partial loads shall be adjusted down, by visual inspection by the COUNTY DEBRIS MANAGER, or designee. Load measurements shall be documented on Load Tickets and electronic recording methods.
54. **Surface Damage:** The CONTRACTOR shall be responsible for filling to grade, with like material, all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris removal. The CONTRACTOR shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the CONTRACTOR's equipment or personnel. The

CONTRACTOR shall preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work. The CONTRACTOR shall repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred.

55. **Claims:** The CONTRACTOR shall contact the person(s) making claims regarding damages within two (2) days of receiving said claim. Information such as method of repair and timeline for completion shall be discussed. The CONTRACTOR shall provide the COUNTY with a weekly report listing all damage claims and outlining the status of all damage repairs. The CONTRACTOR shall provide a phone number designated for claim processes.
56. **Claims Resolution:** The CONTRACTOR shall respond, in writing, to each claimant within fourteen (14) calendar days after a claim has been logged, with a copy submitted to the COUNTY's Solid Waste Department. All claims shall be resolved by the CONTRACTOR within thirty (30) calendar days after submission. When submitting reports of the resolved claims to the COUNTY's designated representative, the CONTRACTOR shall attest to the following:
- a. To the best of the CONTRACTOR's knowledge, all data offered by the claimant must support that the claim is accurate and complete;
 - b. Paid claims shall accurately reflect the claimant's actual incurred costs;
 - c. All records and claims of records shall be put into a spreadsheet and submitted every thirty (30) calendar days. The spreadsheet shall include all paid claims, all outstanding claims, and explanation of status for any claims exceeding thirty (30) calendar days; and
 - d. No claims are to be paid unless a valid claim was submitted to, and approved by, the COUNTY's designated representative.
57. **White Goods:** The CONTRACTOR shall remove White Goods debris by hauling it separately from other debris types. The CONTRACTOR shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
58. **Management, Processing and Loading of All Eligible Debris and/or Residue at the Debris Management Sites:** Each debris management site shall be equipped with portable toilets with hand washing accommodations, a working office trailer, and a debris inspection/observation tower.
59. The CONTRACTOR shall manage and operate the DMS located at various locations within the COUNTY. The CONTRACTOR shall verify with the COUNTY the location of the designated DMS. The CONTRACTOR shall use only DMS designated by the COUNTY DEBRIS MANAGER, or designee unless otherwise approved by the COUNTY DEBRIS MANAGER. The CONTRACTOR shall haul vegetative debris,

stumps, construction and demolition and mixed debris, to the respective DMS designated by the COUNTY.

60. Reduction of vegetative debris shall be through chipping/grinding or other reduction methods approved by the COUNTY DEBRIS MANAGER, or designee.
61. The CONTRACTOR shall be required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area shall be maintained to allow the efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. The CONTRACTOR shall provide all barricades on signaling to provide safe passage onto the public road from the DMS.
62. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the COUNTY DEBRIS MANAGER, or designee, that the last load of debris has been delivered, unless the COUNTY DEBRIS MANAGER, or designee, initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
63. **Inspection Tower:** The CONTRACTOR shall provide all materials, tools, labor and supervision to construct an inspection tower or approved alternate at each DMS entrance. The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer. The inspection tower shall be sized to accommodate at least three (3) people. The inspection tower construction shall also include a roof and sides for personnel protection. Stairs shall also be constructed for access into the inspection tower. Stairs design or configuration shall comply with OSHA regulations and local codes to ensure safety performance needs as required. The CONTRACTOR shall construct at least one inspection tower at the entrance of each DMS. The COUNTY DEBRIS MANAGER, or designee, may require additional inspection towers to improve traffic flow through the DMS, at no additional cost to the COUNTY.
64. **Debris Storage:**
 - a. The CONTRACTOR shall establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The CONTRACTOR shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the COUNTY.
 - b. The CONTRACTOR shall be responsible for establishing site layout at each of the DMS.
 - c. The CONTRACTOR shall be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS.

- d. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures at each DMS.
 - e. The CONTRACTOR shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.
65. As directed by the COUNTY DEBRIS MANAGER, or designee, the CONTRACTOR shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into the following:
- a. burnable/grindable vegetative debris;
 - b. non-burnable/non-grindable mixed debris;
 - c. hazardous and toxic waste;
 - d. construction and demolition (C&D) debris;
 - e. white goods, and;
 - f. ash residue, at a minimum.
- Further segregation of C&D debris, such as recyclable material or white goods may be necessary.
66. The CONTRACTOR shall take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as Freon, various oils, and fluids into the environment.
67. Upon completion of the debris reduction process, the CONTRACTOR shall clear the site of all debris and restore the site to the pre-existing condition before the disaster event. The COUNTY DEBRIS MANAGER, or designee, shall inspect the restoration of the DMS and present a checklist, if applicable, to the CONTRACTOR. The DMS shall be restored to the satisfaction of the COUNTY DEBRIS MANAGER, or designee, including response to inspection checklist items.
68. At the request of the COUNTY, the CONTRACTOR shall provide qualified and certified freon recovery and hazardous waste crews to process or properly dispose of hazardous waste debris.
69. The CONTRACTOR shall conduct operations at the DMS such that all nuisances to the surrounding neighbors are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.
70. **Debris Reduction:** During the initial planning stage following a disaster, the COUNTY DEBRIS MANAGER, or designee, shall make a determination as to the type of reduction method that shall be used for vegetative debris at each DMS. The following four (4) methods may be selected for the reduction of vegetative debris:
- a. Below-Grade Air-Curtain Incineration
 - b. Above-Grade Air-Curtain Incineration

- c. Portable Air-Curtain Incineration
- d. Chipping/Grinding
- e. Air Curtain Incineration

71. **Repairs:** The CONTRACTOR shall be responsible for repairing all damage caused by the performance of its work. The CONTRACTOR shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris handling, processing and reduction. The CONTRACTOR shall repair all damage to existing grade, road shoulders, trees, shrubs, and grass areas, caused by the CONTRACTOR's equipment or personnel. The CONTRACTOR shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.
72. The CONTRACTOR shall process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing vegetative debris.
73. The CONTRACTOR shall ensure all debris is processed and hauled from the DMS before moving to other sites, unless otherwise approved by the COUNTY.
74. The CONTRACTOR shall provide sufficient site supervision of all assigned activities. The CONTRACTOR shall provide at least one (1) supervisor at every DMS.
75. **Burning Methods:** One of the following two methods of burning can be used based on the water table. The selected method must be approved by the COUNTY DEBRIS MANAGER, or designee.
- a. Above-Grade Incinerator -- High Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that shall be precisely configured to properly function. The blower shall have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
 - b. Below-Grade Incinerator -- Low Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
 - c. The burn shall be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
 - d. No hazardous or contained-ignitable material shall be dumped into the pit.

- e. The CONTRACTOR shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.
 - f. The CONTRACTOR shall be responsible for dust control while handling ash materials.
76. **Site Plan and Management:** The CONTRACTOR shall provide a site operations plan for review and approval by the COUNTY prior to beginning work. At a minimum, the plan shall address the following:
- a. Access to site
 - b. Site management, to include point-of-contact, organizational chart, etc.
 - c. Traffic control procedures
 - d. Site security
 - e. Site safety
 - f. Site layout/segregation plan
 - g. Hazardous Waste materials plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
 - i. Vector control
 - j. Coordination for DMS selection
77. The CONTRACTOR shall be responsible for preparing the site(s) to accept debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The CONTRACTOR shall provide utility clearances and sanitation facilities. The CONTRACTOR shall protect existing structures.
78. The CONTRACTOR shall be responsible for installing site security measures and maintaining security at the site.
79. The CONTRACTOR shall manage the sites to minimize the risk of fire.
80. **Spotter:** The CONTRACTOR shall provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. The CONTRACTOR shall remove all contaminants and hazardous waste from debris dumped at the DMS and stored in the appropriate locations.
81. **Ash:** If applicable, the CONTRACTOR shall be responsible for the storage, removal, and containment of ash from all burning operations as may be approved by the COUNTY DEBRIS MANAGER, or designee. The ash containment area shall be "wetted down" periodically to prevent particles from becoming airborne.

82. Closure of DMS:

- a. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of shipping the last load of disaster-related debris for disposal. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); grading the site; environmental remediation; and restoring the site to pre-work conditions. The site shall be restored in accordance with all State and local requirements. The CONTRACTOR shall receive approval from the COUNTY DEBRIS MANAGER, or designee, as to the final acceptance of a site closure. Final payment shall be released to the CONTRACTOR upon acceptance by the COUNTY.
- b. The CONTRACTOR shall remediate the entire DMS to pre-existing conditions. The CONTRACTOR shall prepare a cost for the remediation of each DMS for approval by the COUNTY DEBRIS MANAGER, or designee.
- c. Closure and Remediation of the DMS – After notice by the COUNTY, the CONTRACTOR shall cease debris collection activities and remove all CONTRACTOR's equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the COUNTY using the Toxicity Characteristic Leaching Procedure. Ash shall be disposed of in a Class I landfill if contamination is not found. The COUNTY reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater. The test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS to its original state which shall be subject to the COUNTY's final acceptance. The payment retainer shall not be released until all debris sites have been closed and remediated.

83. Debris to DMS: It is possible that residents of Osceola County may bring debris to a DMS. The CONTRACTOR shall store this material separately to allow for proper documentation of debris reduction for this source of debris.

84. Other Contracts: Other contracts may be issued for the purpose of removing disaster related debris within Osceola County. The COUNTY reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

85. Measurements:

- a. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurement. Partial loads shall be adjusted down by visual inspection by the COUNTY and/or its

representatives. Load measurements shall be documented on Load Tickets, and daily log sheets.

- b. Measurement for final haul out of all processed debris and residue shall be by the ton, if certified scales are available at the disposal site, or by the cubic yard as determined through truck and trailer measurement. If by the cubic yard, partial loads shall be adjusted down by visual inspection by the COUNTY and/or its representatives. Load measurements will be documented on Load Tickets and daily log sheets.
- c. All efforts required in mobilization, site set-up, site maintenance, site close-out, demobilization shall be considered as a total Project and included in the unit rates for debris collection, processing, and disposal.

86. Load Tickets:

- a. A five (5) part Load Ticket shall be used for recording volumes of debris removed and processed. The CONTRACTOR shall provide ticket forms with pre-printed unique ticket identifier.
- b. The COUNTY DEBRIS MANAGER, or designee, shall issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the DMS, the vehicle operator shall give the five copies to the COUNTY DEBRIS MANAGER, or designee, at the DMS Inspection Tower. The COUNTY DEBRIS MANAGER, or designee, shall validate the ticket and enter delivered volume as appropriate. The COUNTY DEBRIS MANAGER or designee, shall return two copies of the five part form to the vehicle operator. The DEBRIS MANAGER or designee shall separate the COUNTY ticket and place the CONTRACTOR tickets in a separate container.
- c. Subcontractors: Debris removal subcontractors shall not be permitted to unload the debris at a DMS without an approved Load Ticket that was partially completed by their assigned monitor.
- d. Subcontractor(s) shall not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DEBRIS MANAGER, or designee.
- e. The DEBRIS MANAGER or designee shall determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads shall be adjusted down during this visual inspection by the DEBRIS MANAGER or designee. Load measurements shall be documented on load tickets.
- f. The CONTRACTOR shall keep a daily updated log, in each DMS Inspection Tower, of all loads received, including the total volume of debris in each load. The daily log shall be completed by a representative of the CONTRACTOR that is stationed in the Inspection Tower.

87. Traffic Control:

- a. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- b. The CONTRACTOR shall be responsible for traffic control during operations performed by the CONTRACTOR's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- c. The CONTRACTOR must be qualified and provide the DEBRIS MANAGER, or designee, with copies of certifications to conduct traffic control operations on roads in Osceola County.
- d. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

88. Hazardous or Toxic Waste Issues:

- a. The CONTRACTOR shall be required to construct a containment area at the DMS to store Hazardous Waste materials. This containment area shall consist of an earthen berm with a non-permeable liner. The containment area shall be covered at all times with a non-permeable cover.
- b. All materials that are classified Hazardous Waste shall be reported immediately to the COUNTY DEBRIS MANAGER, or designee. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris shall be moved and placed in the designated containment area.
- c. Regulated hazardous wastes shall be collected by a specialty contractor licensed and permitted to handle these types of materials. The CONTRACTOR shall notify the COUNTY DEBRIS MANAGER, or designee, of the location of any potential hazardous waste materials.

89. Hazardous Waste Spills:

- a. The CONTRACTOR shall be responsible for reporting to the COUNTY DEBRIS

MANAGER, or designee, and cleaning up all hazardous materials or waste spills caused by the CONTRACTOR's operations at no additional cost to the COUNTY.

- b. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- c. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the COUNTY DEBRIS MANAGER, or designee, immediately following discovery. A written follow-up report shall be submitted to the COUNTY DEBRIS MANAGER, or designee, no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - i) Description of the material spilled (including identity, quantity, manifest number, etc.)
 - ii) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - iii) Exact time and location of spill, including description of the area involved
 - iv) Receiving stream or waters
 - v) Cause of incident and equipment and personnel involved
 - vi) Injuries or property damage
 - vii) Duration of discharge
 - viii) Containment procedures initiated
 - ix) Summary of all communications the CONTRACTOR has had with press, agencies, or government officials, other than the COUNTY.
 - x) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

90. Role and Responsibility of Debris Monitoring Consultant: The COUNTY shall employ the services of a debris monitoring consultant to provide oversight of the CONTRACTOR's operations. In this capacity, the consultant shall act as the COUNTY's agent and has authority to act on its behalf, including giving direction to the CONTRACTOR on all operational, reporting and administrative matters.

91. Chipping and Grinding:

- a. When the COUNTY requires chipping/grinding as a method of debris reduction, it shall be the CONTRACTOR's responsibility to adequately dispose of the chips and/or mulch produced from the chipping/grinding, without any additional cost to the COUNTY. The CONTRACTOR may sell or give the chips and/or mulch for use in agricultural mulch, fuel, or wood products, consistent with federal, state and local requirements.

- b. The average chip size produced will be dependent on the needs of the end user or as defined by the COUNTY DEBRIS MANAGER, or designee. The reduction in volume of the vegetative debris shall be at least a four to one (4:1) ratio. The CONTRACTOR shall provide the COUNTY DEBRIS MANAGER, or designee, the specification of the grinder screen size and the reduction ratio for each grinder used on this contract for approval prior to commencing chipping or grinding operations.
- c. Contaminants are not permitted in the chips or mulch. Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated. Sand and dirt should be minimized as much as possible. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- d. Chips/mulch shall be stored in piles no higher than twelve (12) feet, and meet all state and local laws.
- e. The CONTRACTOR shall obtain in writing from the COUNTY DEBRIS MANAGER, or designee, any changes to the processing requirements above.

92. Tree and Limb Removal:

- a. Tree and limb work shall include the removal and disposal of hazardous leaning trees and hanging limbs in public right of way. Removal of hazardous trees or limbs on private property shall only be conducted at the direction of the COUNTY DEBRIS MANAGER, or designee, and not until the right of entry agreement has been generated by the property owners.
- b. Equipment used to remove hazardous hanging limbs shall have the ability to reach at least sixty (60) feet above the ground.
- c. The CONTRACTOR shall notify the COUNTY DEBRIS MANAGER, or designee, of any damage caused to private property or the public ROW during the course of tree or limb removal. The CONTRACTOR shall be responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.
- d. Maximum allowable time for completion shall be ninety (90) calendar days, unless the COUNTY DEBRIS MANAGER, or designee, initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
- e. The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The COUNTY DEBRIS MANAGER, or designee, shall provide the

CONTRACTOR with a list of trees and limbs prior to the start date of the Task Order.

- f. The CONTRACTOR shall provide at least one (1) site supervisor for each five (5) trees or limb cutting operations crews.
- g. The CONTRACTOR shall be required to remove trees and limbs that have fallen on houses or are threatening to fall on houses as a result of a disaster.
- h. All trees requiring removal shall be cut flush to the ground. It is possible that the COUNTY DEBRIS MANAGER, or designee, may require the remaining stump to be ground out. Pricing for stump grinding shall be provided in Exhibit B-5.
- i. All limbs shall be removed following proper procedures to avoid damage to the tree.
- j. All trees and limbs shall be disposed of at an Osceola County DMS.
- k. The CONTRACTOR shall use only rubber-tired equipment in the performance of removing trees and limbs.
- l. The CONTRACTOR shall take all necessary precautions to protect motorists, pedestrians, the public, and private property and all utilities.
- m. **Measurements for Tree Removal:** Measurement for tree removal will be determined at the tree trunk Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
 - i. Measurement for leaning trees cut at the ROW line will be determined at the point of the cut.
 - ii. Measurement for limb removal shall be determined at the limbs origination point. Limbs shall be at least two (2) inches diameter and two (2) feet long to be considered hazardous.
- n. **Payment:** Payment for all trees removed shall be made at the unit prices as specified in Exhibit B-5. Removal of trees shall include cutting the tree flush to the ground and further field cutting to load the removed tree for hauling. Hauling, processing, and final disposal for the removed tree shall be treated as vegetative debris.
 - i. Payment for all limbs removed shall be made at the unit price per one (1) to five (5) or six (6) and greater limbs per tree based on the price as specified in Exhibit B-6. Payment shall be based on number of limbs per tree greater than two (2) inches in diameter and two (2) feet in length.

- ii. Other limbs less than two (2) inches in diameter shall also be removed. The cost for this removal shall be one (1) to five (5) limbs with no limit on the number of limbs per tree.
- iii. In the event that all limbs identified in a tree are less than two (2) inches, the rate shall be that proposed for one (1) to five (5) limbs per tree.
- iv. Payment for managing and operating the work sites, furnishing material, labor, tools and equipment necessary to remove and dispose of the trees and limbs, and providing for traffic control and safety measures, are all incorporated in the CONTRACTOR's unit prices.
- v. All invoices shall be submitted with a comprehensive tabular report listing all individual tree and limb removal locations. The report shall meet the COUNTY's requirements for invoicing and be approved prior to the invoicing process. All time and material charges shall be submitted with the appropriate backup documentation.

93. **Tentative Zones:** The following zones have been established but are subject to change:

- a. Buenaventura Lakes area and Boggy Creek Road
- b. Poinciana area including Pleasant Hill Road
- c. Eastern Osceola/ Narcoossee Road/Holopaw
- d. Southern Osceola/ Canoe Creek Road/ Kenansville

Exhibit "B"
Pricing Schedule

Project Management Category	Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Project Principal	\$0.00	\$0.00	\$0.00
Project Manager	\$0.00	\$0.00	\$0.00
Field Superintendent	\$65.00	\$65.00	\$65.00
Field Supervisor	\$55.00	\$55.00	\$55.00
Data Technician	\$0.00	\$0.00	\$0.00
Administrative Assistant	\$0.00	\$0.00	\$0.00

Work Crew/Category	Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Equipment Operator-Front End Loader	\$20.00	\$20.00	\$20.00
Equipment Operator-Skid Steer Loader	\$15.00	\$15.00	\$15.00
Equipment Operator-Articulating Loader	\$20.00	\$20.00	\$20.00
Equipment Operator-Dump Truck	\$15.00	\$15.00	\$15.00
Equipment Operator-Flat Bed Truck	\$15.00	\$15.00	\$15.00
Equipment Operator-Trailer Mounted Mulcher	\$20.00	\$20.00	\$20.00
Equipment Operator-Backhoe	\$15.00	\$15.00	\$15.00
Equipment Operator-Clam Shell	\$25.00	\$25.00	\$25.00
Equipment Operator-Crane	\$50.00	\$50.00	\$50.00

Tool Operator(i.e. chain saw)		\$31.00	\$31.00	\$31.00
Traffic Controller		\$31.00	\$31.00	\$31.00
Laborer		\$31.00	\$31.00	\$31.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Aerial Lift, Self Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor		\$35.00	\$35.00	\$35.00
Aerial Lift, Self Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor		\$35.00	\$35.00	\$35.00
Aerial Lift, Self Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor		\$40.00	\$40.00	\$40.00
Aerial Lift, Self Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor		\$50.00	\$50.00	\$50.00
Aerial Lift, Self Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor		\$60.00	\$60.00	\$60.00
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00

Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00
Breaker, Hand Held Pavement, Weight, 25-90 pounds		\$25.00	\$25.00	\$25.00
Breaker, Pavement, To 70 Horsepower		\$25.00	\$25.00	\$25.00
Breaker, Pavement, To 105 Horsepower		\$25.00	\$25.00	\$25.00
Breaker, Pavement, To 137 Horsepower		\$25.00	\$25.00	\$25.00
Breaker, Pavement		\$25.00	\$25.00	\$25.00
Bucket, Clamshell, Capacity, 1 Cubic Yard		\$75.00	\$75.00	\$75.00
Bucket, Clamshell, Capacity, 2.5 Cubic Yard		\$75.00	\$75.00	\$75.00
Bucket, Clamshell, Capacity, 5 Cubic Yard		\$75.00	\$75.00	\$75.00
Bucket, Clamshell, Capacity, 7.5 Cubic Yard		\$75.00	\$75.00	\$75.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Chain Saw, Bar Length, 16 Inches		\$0.00	\$0.00	\$0.00
Chain Saw, Bar Length, 25 Inches		\$0.00	\$0.00	\$0.00
Chain Saw Pole, Bar Length, 18 Inches		\$0.00	\$0.00	\$0.00

Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted		\$30.00	\$30.00	\$30.00
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted		\$40.00	\$40.00	\$40.00
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted		\$50.00	\$50.00	\$50.00
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted		\$60.00	\$60.00	\$60.00
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted		\$65.00	\$65.00	\$65.00
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted		\$80.00	\$80.00	\$80.00
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted		\$100.00	\$100.00	\$100.00
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted		\$110.00	\$110.00	\$110.00
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower		\$110.00	\$110.00	\$110.00
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower		\$115.00	\$115.00	\$115.00
Crane, Maximum Lift Cap, 27 Metric Tons,		\$120.00	\$120.00	\$120.00

To 200 Horsepower				
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower		\$125.00	\$125.00	\$125.00
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower		\$180.00	\$180.00	\$180.00
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower		\$250.00	\$250.00	\$250.00
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds		\$350.00	\$350.00	\$350.00
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds		\$500.00	\$500.00	\$500.00
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds		\$600.00	\$600.00	\$600.00
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds		\$900.00	\$900.00	\$900.00
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower		\$50.00	\$50.00	\$50.00
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower		\$75.00	\$75.00	\$75.00
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower		\$100.00	\$100.00	\$100.00

Equipment and Specification				
Fork Lift, Capacity 50,000, To 215 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower		\$45.00	\$45.00	\$45.00
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower		\$45.00	\$45.00	\$45.00

Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower		\$50.00	\$50.00	\$50.00
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower		\$50.00	\$50.00	\$50.00
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower		\$120.00	\$120.00	\$120.00
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower		\$120.00	\$120.00	\$120.00
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower		\$120.00	\$120.00	\$120.00
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower		\$120.00	\$120.00	\$120.00

Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower		\$90.00	\$90.00	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower		\$90.00	\$90.00	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower		\$90.00	\$90.00	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower		\$90.00	\$90.00	\$90.00
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower		\$0.00	\$0.00	\$0.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower		\$0.00	\$0.00	\$0.00
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower		\$0.00	\$0.00	\$0.00
Sweeper, Pavement, To 110		\$50.00	\$50.00	\$50.00
Sweeper, Pavement, To 150		\$50.00	\$50.00	\$50.00
Sweeper, Pavement, To 200		\$50.00	\$50.00	\$50.00
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mower		\$85.00	\$85.00	\$85.00

Trailer, Dump, Capacity, 30 Cubic Yard		\$95.00	\$95.00	\$95.00
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mower		\$100.00	\$100.00	\$100.00
Trailer, Equipment, Capacity 30 tons		\$90.00	\$90.00	\$90.00
Trailer, Equipment, Capacity 40 tons		\$90.00	\$90.00	\$90.00
Trailer, Equipment, Capacity 60 tons		\$100.00	\$100.00	\$100.00
Trailer, Equipment, Capacity 120 tons		\$100.00	\$100.00	\$100.00
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower		\$65.00	\$65.00	\$65.00
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower		\$95.00	\$95.00	\$95.00
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower		\$100.00	\$100.00	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 150,000 pounds, To 150 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower		\$50.00	\$50.00	\$50.00

Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower		\$75.00	\$75.00	\$75.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower		\$90.00	\$90.00	\$90.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300		\$100.00	\$100.00	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375		\$100.00	\$100.00	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450		\$100.00	\$100.00	\$100.00
Truck Knuckle Boom, add flatbed truck to truck mounted crane		\$140.00	\$140.00	\$140.00
Truck Pick-up, To 130 Horsepower		\$50.00	\$50.00	\$50.00
Truck Pick-up, To 180		\$50.00	\$50.00	\$50.00
Truck Pick-up, To 230		\$50.00	\$50.00	\$50.00
Truck Pick-up, To 280		\$75.00	\$75.00	\$75.00
Truck Tractor, To 210		\$75.00	\$75.00	\$75.00
Truck Tractor, To 265		\$75.00	\$75.00	\$75.00
Truck Tractor, To 310		\$75.00	\$75.00	\$75.00
Truck Tractor, To 350		\$75.00	\$75.00	\$75.00
Tub Grinder, To 400 Horsepower		\$450.00	\$450.00	\$450.00
Tub Grinder, To 500 Horsepower		\$450.00	\$450.00	\$450.00
Tub Grinder, To 600 Horsepower		\$500.00	\$500.00	\$500.00

Tub Grinder, To 700 Horsepower		\$500.00	\$500.00	\$500.00
Tub Grinder, To 800 Horsepower		\$550.00	\$550.00	\$550.00
Tub Grinder, To 900 Horsepower		\$550.00	\$550.00	\$550.00
Tub Grinder, 1,000 Horsepower		\$550.00	\$550.00	\$550.00

Exhibit B-3 Hazardous Stump Size (Diameter)	Note Reference	Year 1 Unit Price Per Stump	Year 2 Unit Price Per Stump	Year 3 Unit Price Per Stump
12" to 23", Pulling Method	*1	\$0.00	\$0.00	\$0.00
24" to 48", Pulling Method	*2 and *3	\$50.00	\$50.00	\$50.00
49" to 72", Pulling Method	*2 and *3	\$75.00	\$75.00	\$75.00
73" and greater, Pulling Method	*2 and *3	\$75.00	\$75.00	\$75.00
73" and greater (out of the ground)	*4	\$75.00	\$75.00	\$75.00
12" to 23", Grinding Method	*5	\$25.00	\$25.00	\$25.00
24" to 48", Grinding Method	*5	\$25.00	\$25.00	\$25.00
49" to 72", Grinding Method	*5	\$30.00	\$30.00	\$30.00
73" and greater, Grinding Method	*5	\$30.00	\$30.00	\$30.00

Reference Notes *1: The removal of the stump shall be treated as regular vegetative debris, however, the CONTRACTOR's rate shall include to repair the area of the stump removal.

Reference Notes *2: The diameter of the stump is measured two (2) feet up from the ground.

Reference Notes *3: The rate includes removal, load and haul, trimming of roots, restoration of the site including sodding, and final disposal.

Reference Notes *4: The rate is for loading and hauling only. The cost for pulling it out of the ground is not applicable.

Reference Notes*5: It shall be assumed that the tree has previously cut flush to the ground. The cost of the tree cutting is included in Exhibit B-5.

Exhibit B-4 Debris Type	Note Reference	Year 1 Unit Price Per Cubic Yard	Year 2 Unit Price Per Cubic Yard	Year 3 Unit Price Per Cubic Yard
Vegetative Debris	*1	\$19.50	\$19.50	\$19.50
Construction and Demolition and White Goods		\$18.00	\$18.00	\$18.00

Reference Notes*1: Includes all vegetative debris including cut tree segments, branches, stump remnants and above ground stumps.

The cubic yard price includes payment for the entire operation. There will be no separate billing for specific projects such as site preparation or restoration, loading and hauling to a debris management site(DMS), DMS site preparation and set-up, operation, volume reduction (grinding or incineration), haul out of material to final disposal, and DMS site restoration, etc.

Exhibit B-5 Removal of Tree Diameter/Breast Height (DBH)(Inches)	Note Reference	Year 1 Unit Price Per Tree	Year 2 Unit Price Per Tree	Year 3 Unit Price Per Tree
12" to 23" inches	*1	\$10.00	\$10.00	\$10.00
24" to 48" inches		\$20.00	\$20.00	\$20.00
49" to 72" inches		\$30.00	\$30.00	\$30.00
73" and greater		\$35.00	\$35.00	\$35.00

Reference Notes* 1: The rate includes the cutting of the tree flush to the ground and sufficient field reduction as required for loading into a haul vehicle.

Exhibit B-6 Hazardous/Eligible Limb Quantity per Tree	Note Reference	Year 1 Unit Price Per Tree	Year 2 Unit Price Per Tree	Year 3 Unit Price Per Tree
1 to 5	*1	\$15.00	\$15.00	\$15.00
6 and greater		\$15.00	\$15.00	\$15.00
Ineligible Limb Per Tree (less than 2" in diameter)				
One or more limbs		\$50.00	\$50.00	\$50.00

Reference Notes *1 : Removal of tree limbs must satisfy the hazardous limb criteria of at least 2 inches in diameter and 2 feet in length.

STATE OF FLORIDA, COUNTY OF OSCEOLA, I HEREBY CERTIFY
that the above and foregoing is a true copy of the
original document recorded in the public records
Clerk of the Board of County Commissioners

7/14/09 *[Signature]*

CLERK OF THE BOARD
OSCEOLA COUNTY, FLA.

CITY OF DUNNELLON
 5 YEAR CAPITAL PLAN

ITEM	QUANTITY	PER ITEM COST	TOTAL COST	JUSTIFICATION	PURCHASE YEAR					OBJECT CODE	
					2017	2018	2019	2020	2021		
130	30552-TAX INCREMENT FINANCING DISTRICT										
131											
132	BLUE RUN PARK Restrooms	1	30,000	30,000.00	Restrooms	30,000					60620
133	Entry Signage - 2 Signs (10,000 ea)	2	10,000	20,000.00		20,000					60630
134	125 Anniversary Park	1	23,400	23,400.00	Restrooms	23,400					60630
135											60630
136											
137	TOTAL TIFD FUND			-		73,400	0	0	0	0	
138											
139											
140	Unobligated Funds										
141	FY 2015		82,003								
142	FY 2016 (Projected surplus)		116,330								
143	FY2017 (Projected surplus)		93,754								
144	Balance to obligate or budget		292,087								
145											
146	Possible projects to obligate funds:										
147	Increase amount allocated to signage		10,000		FY16-17 Budget						
148	Grants		-								
149	Parking & Meters		200,000								
150	Bike path through city		50,000		obligate 50,000 ea year up to \$350,000						
151	Park improvements		12,087								
152	Landscaping		10,000								
153	Benches		10,000								
154	Lighting		10,000								
155	Total TIFD Reserve Commitment		302,087		Obigated at Council Budget Workshop 8/10/16						
156	Moved to FY16-17 capital improvements		(10,000)								
157	Balance of obligated reserves		292,087								
158											
159	*Per Florida State Statute Chapter 163 Part 3 - All CRA monies must be obligated and/or budgeted.										



MEMORANDUM

Pennsylvania Avenue (CR 484) Design Alternatives Study

Prepared for:



APRIL 2016

Prepared By

Kimley»»Horn

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PENNSYLVANIA AVENUE (CR 484) DESIGN ALTERNATIVES STUDY

Project Background

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

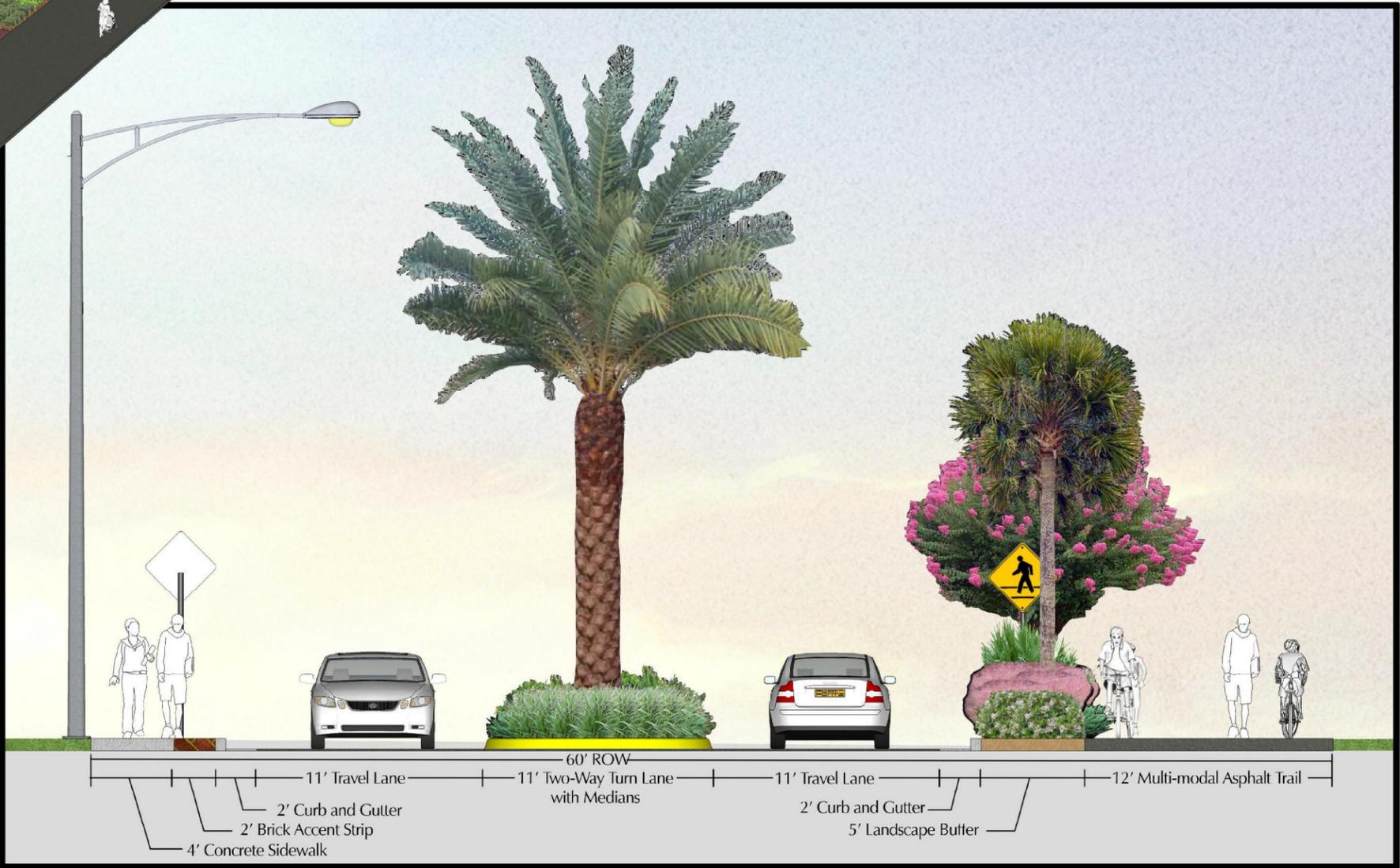
Multi-use trails in the City of Dunnellon and surrounding area could become a major economic driver for the area. The City of Dunnellon finds itself in a unique situation to develop infrastructure that will utilize and integrate with the existing/proposed trail networks and improve access to its already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

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

Previous Concept

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

Figure 1: Concept Graphics - Typical Section



Pennsylvania Avenue East Streetscape Concept Graphics - Typical Section

Existing Conditions

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

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

New Alternatives

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

Alternative A:

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

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

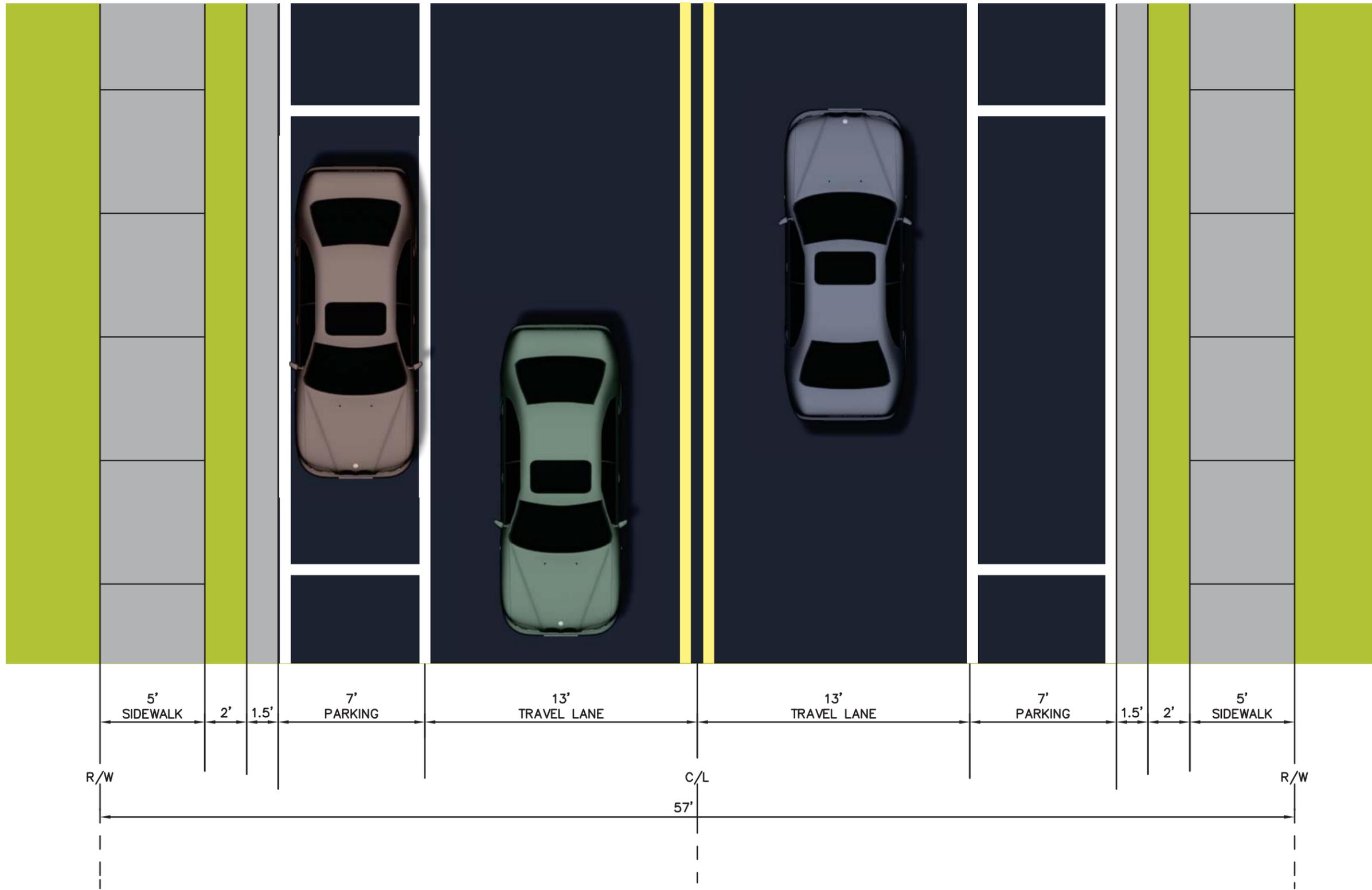
Alternative B:

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

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

Figure 3: Existing Typical Section (Aerial View)

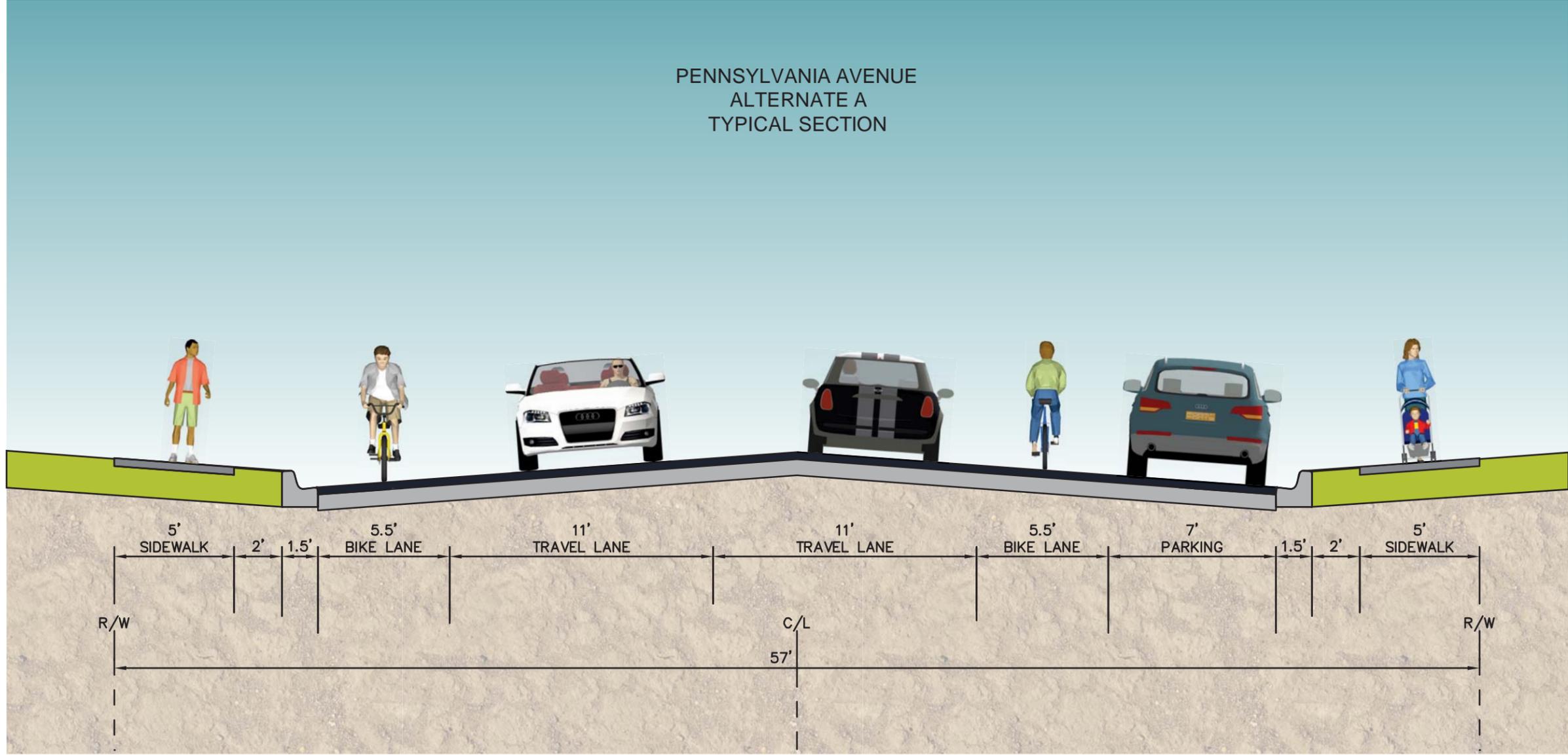
PENNSYLVANIA AVENUE
EXISTING TYPICAL SECTION



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LICENSED PROFESSIONAL AMBER L. GARTNER, P.E. FLORIDA LICENSE NUMBER 72294			
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SHEET NUMBER	01	REVISIONS	DATE
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Figure 4: Alternate A Typical Section

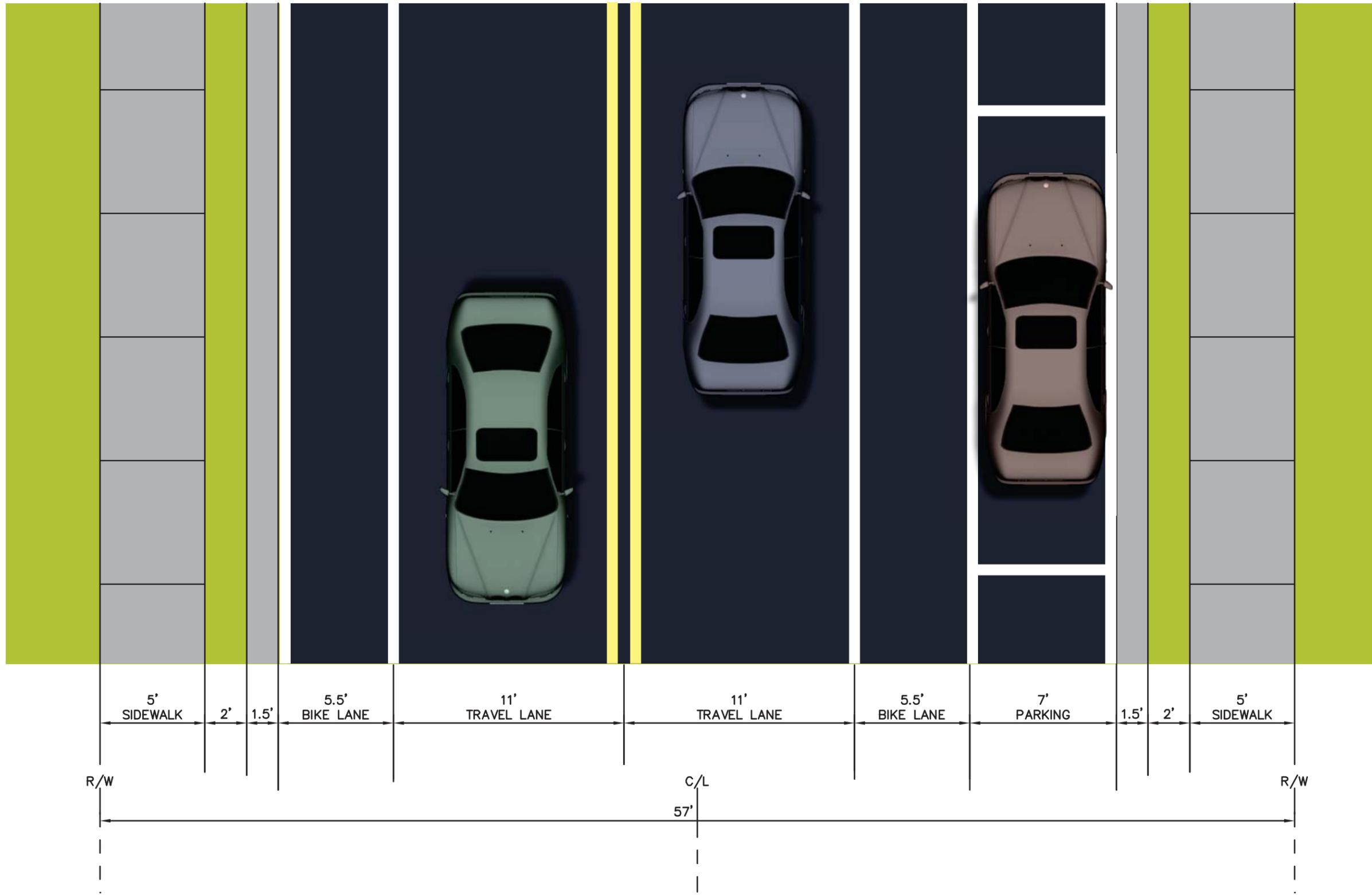


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Figure 5: Alternate A Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE A
TYPICAL SECTION



R/W
5' SIDEWALK
2'
1.5'
5.5' BIKE LANE
11' TRAVEL LANE
1'
11' TRAVEL LANE
5.5' BIKE LANE
7' PARKING
1.5'
2'
5' SIDEWALK
R/W

C/L
57'

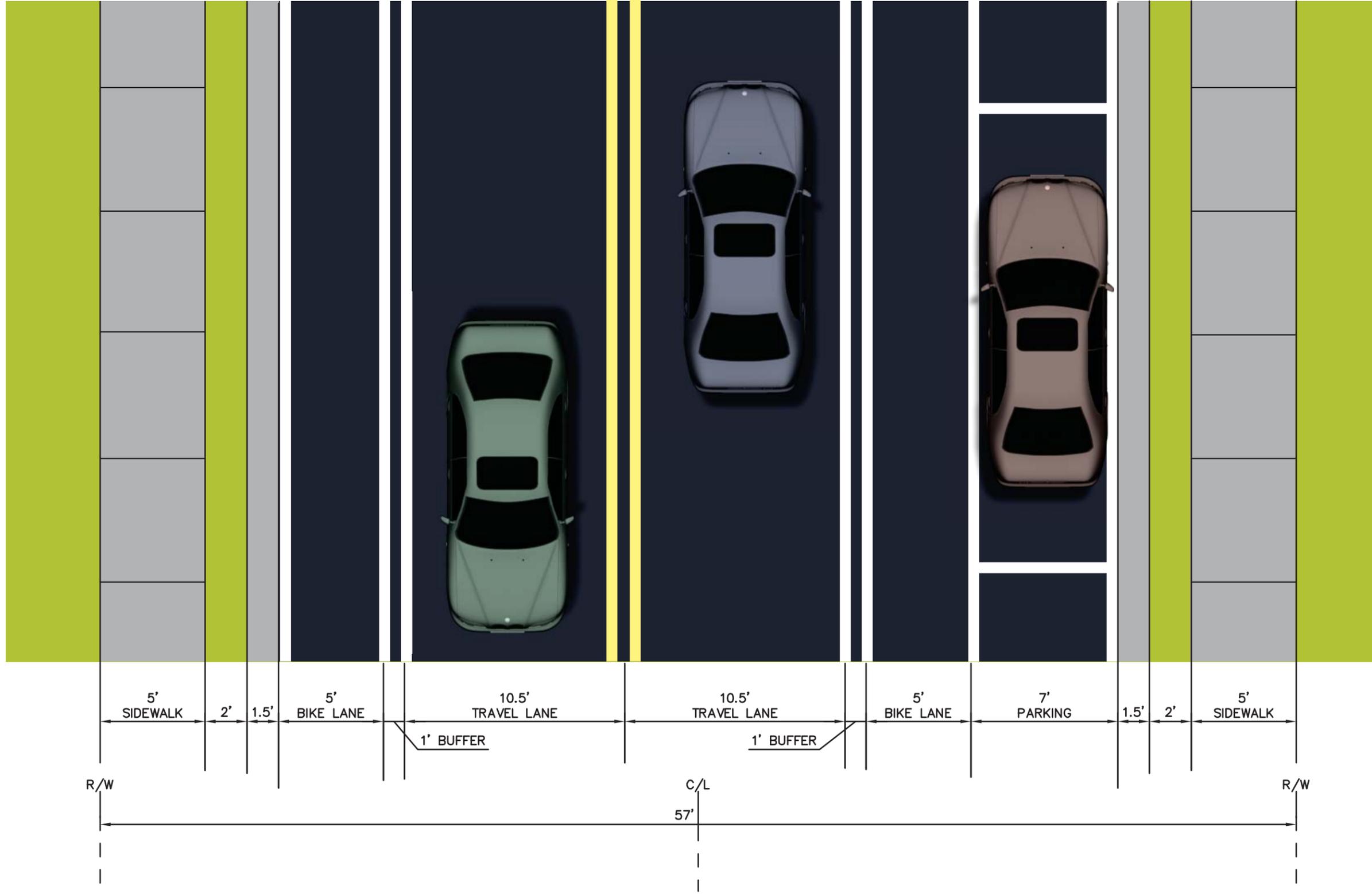
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Figure 7: Alternate B Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE B
TYPICAL SECTION



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Alternative C:

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

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



⦿ www.fhwa.dot.gov



⦿ www.en.zicla.com

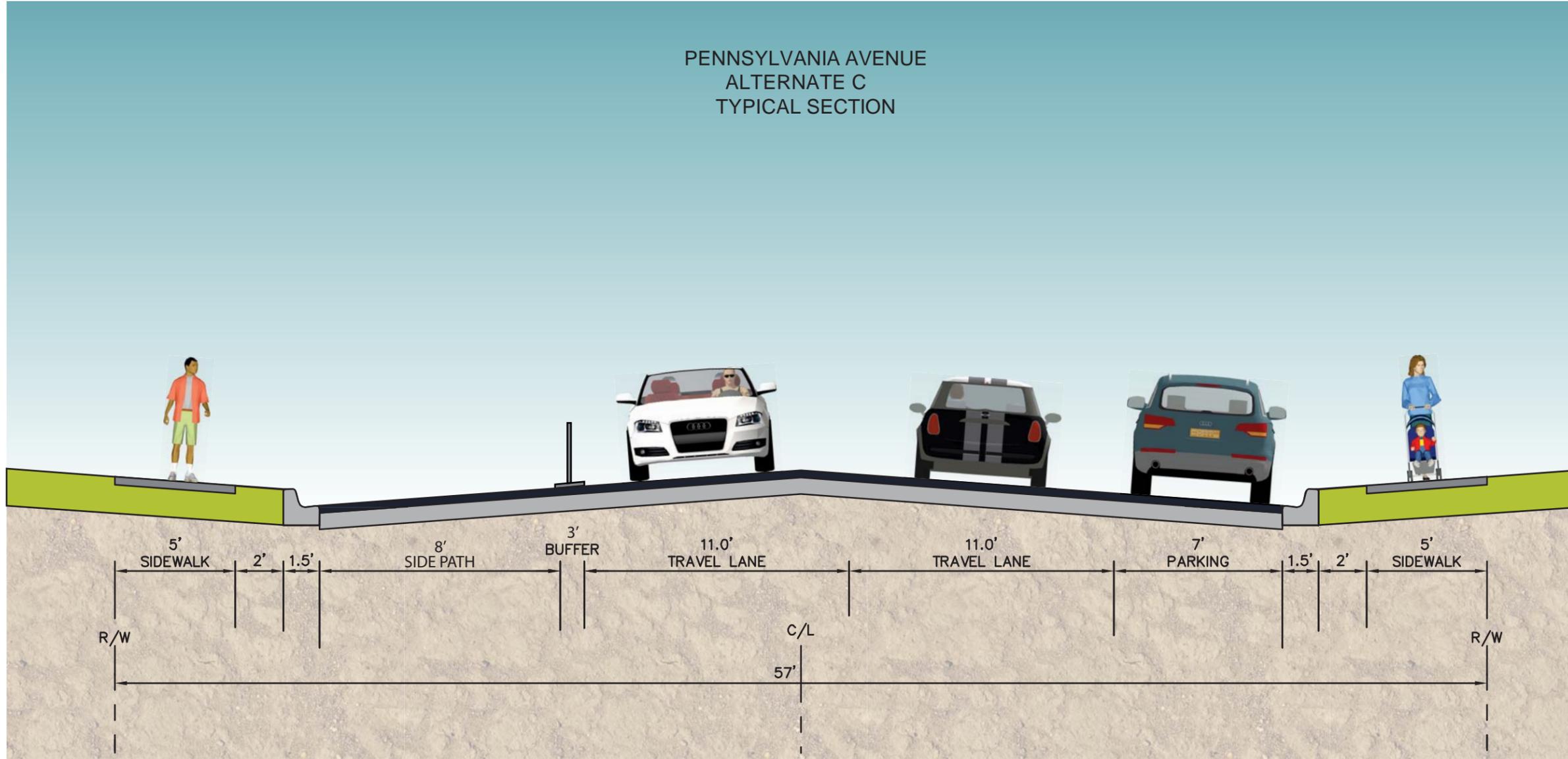


⦿ www.fhwa.dot.gov



⦿ www.wamu.org

Figure 8: Alternate C Typical Section

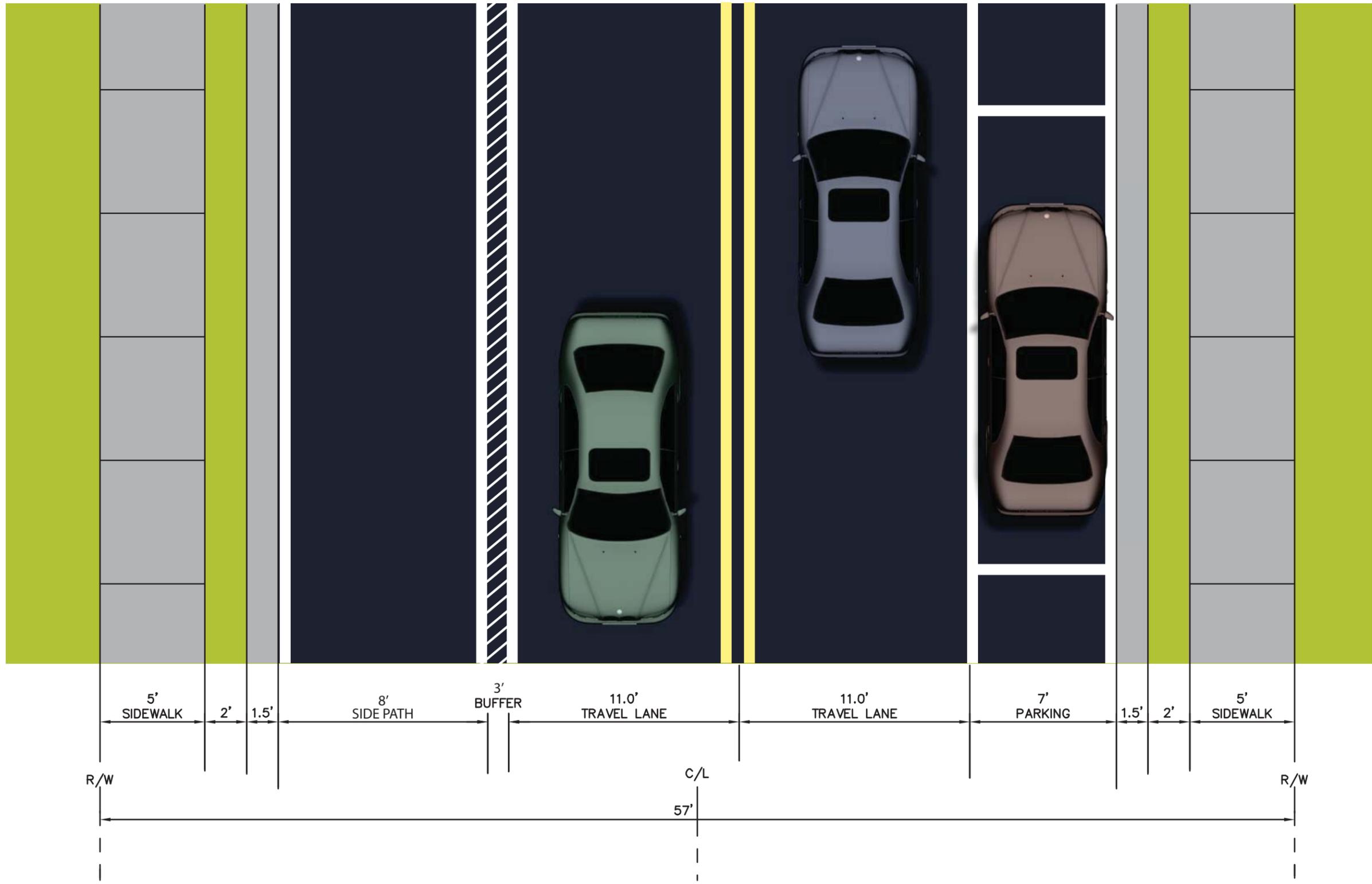


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Figure 9: Alternate C Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE C
TYPICAL SECTION



R/W
5' SIDEWALK
2'
1.5'
8' SIDE PATH
3' BUFFER
11.0' TRAVEL LANE
11.0' TRAVEL LANE
7' PARKING
1.5'
2'
5' SIDEWALK
R/W
C/L
57'

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Alternative D:

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

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

Alternative E:

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

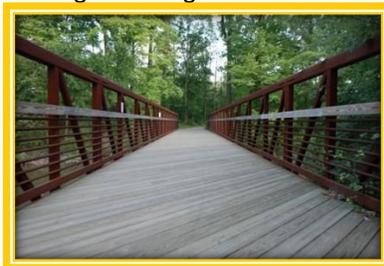
- ⊙ 11-foot travel lanes
- ⊙ 12-foot shared-use path on south side, off the road
- ⊙ 7-foot parking on north side
- ⊙ 5-foot sidewalk on north side

Bridge Options:

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

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

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

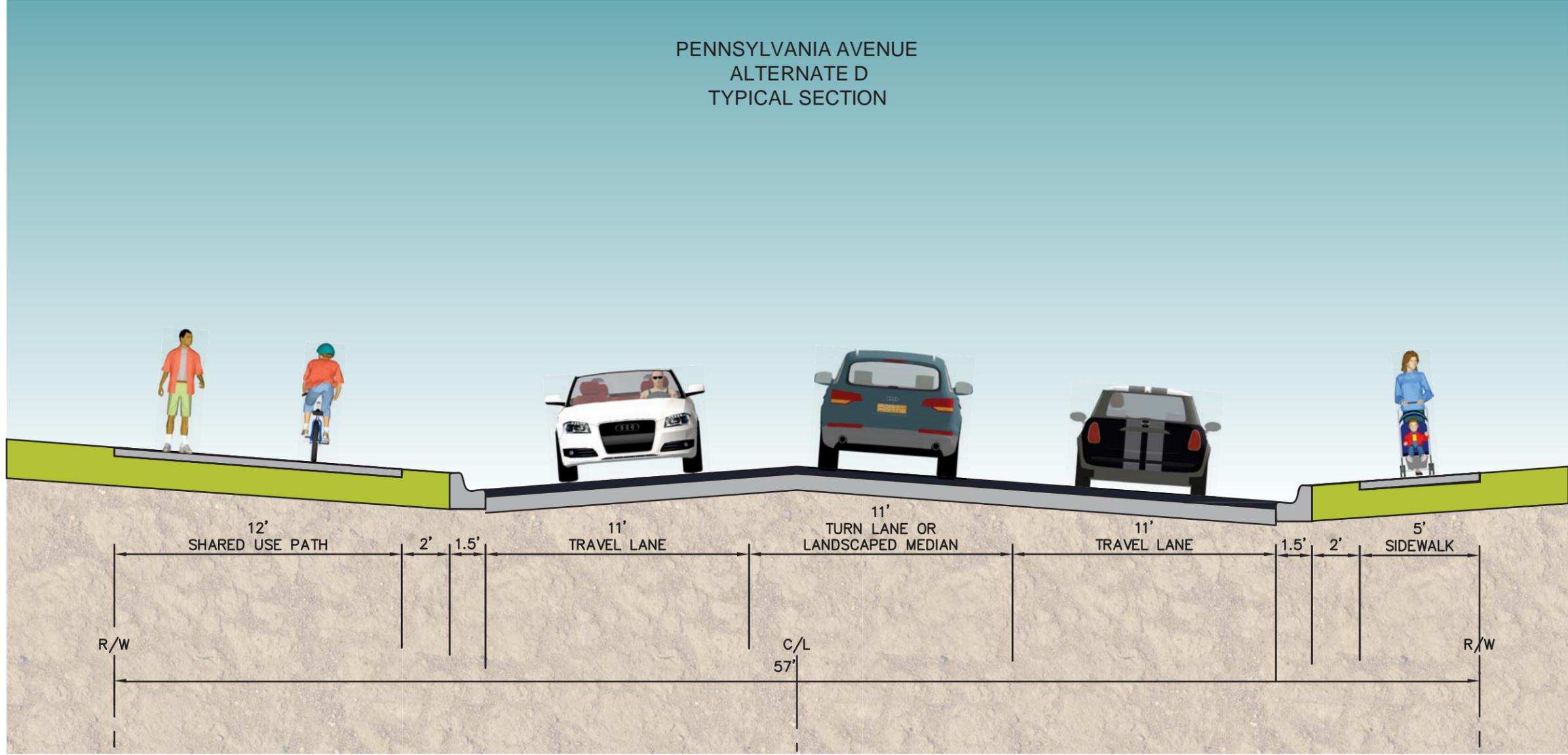


⊙ www.artthuresoninc.com



⊙ Site Visit

Figure 10: Alternate D Typical Section

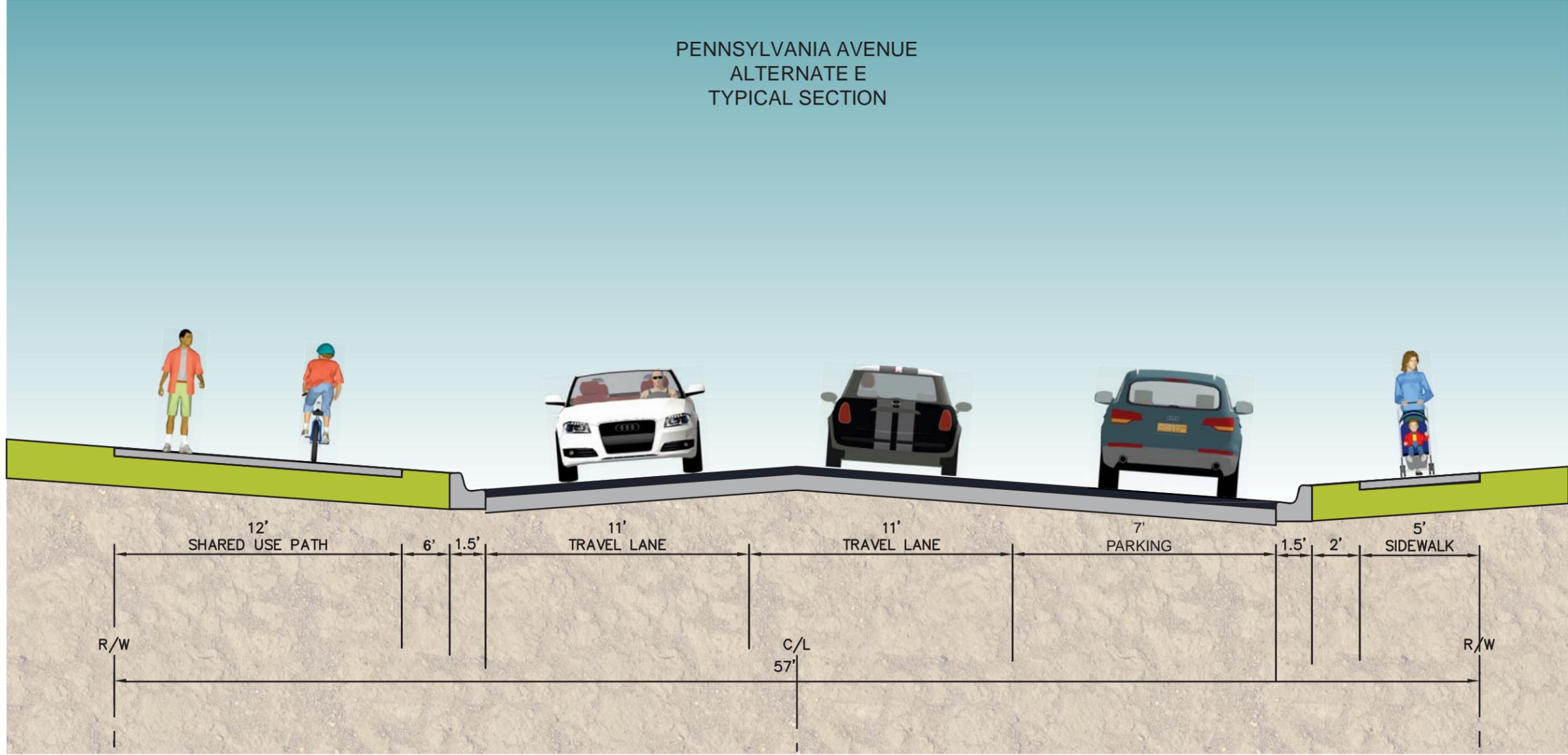


PENNSYLVANIA AVENUE
ALTERNATE D
TYPICAL SECTION

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Figure 12: Alternate E Typical Section

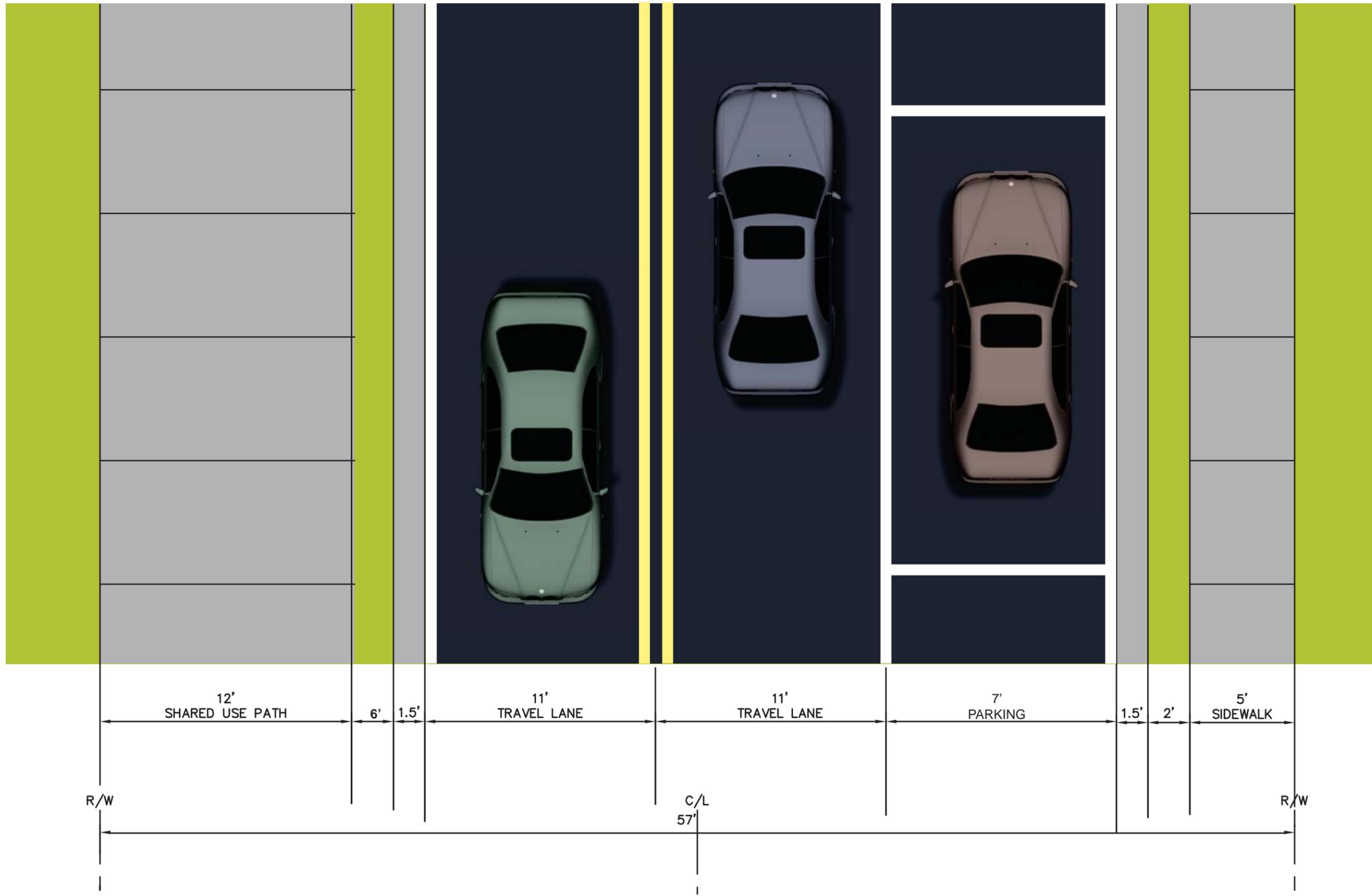


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Figure 13: Alternate E Typical Section (Aerial View)

PENNSYLVANIA AVENUE
ALTERNATE E
TYPICAL SECTION



R/W 57' C/L

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

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Stakeholder Outreach

Dunnellon City Council – February 17, 2016:

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

Public Meeting - March 30, 2016:

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

Results

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

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



Meeting Date: _____
From (Dept): _____
Signature: _____
Department Director
Approved for
Agenda: _____
City Manager

Official Use Only
Reviewed by
City Attorney: _____
Council Action: _____
Date: _____

SUBJECT:
Request For Approval:

SUMMARY EXPLANATION & BACKGROUND:

FISCAL INFORMATION:

RECOMMENDED ACTION:

Initiated by:

DRAFT: September 30, 2016
 DUNNELLOM COMPREHENSIVE UTILITY ANALYSIS

The City of Dunnellon wishes to better understand the present status and future opportunities for operating, maintaining, managing and funding its water and wastewater utilities and to assist City Council in their decision whether or not Dunnellon should retain ownership or outsource the entire Water/Sewer system. To accomplish this, the City wishes to hire Woodard & Curran to perform a Comprehensive Utility Analysis. This analysis will include an assessment of the current and projected revenue streams, review of current operations, maintenance and management (O&MM) needs and options, near and long-term 10-year capital improvement program (CIP) defining emergency, near and long term requirements. The audit will also review opportunities for alternative O&M models as well as alternative funding (grant) opportunities to fund future CIP.

Proposed Scope of Services:

To accomplish these goals, the consultant will perform the following services:

Task 1. Financial Review:

- o Estimate current City, Rainbow Springs, Rio Vista and Juliette Falls utilities conditions and values using asset, depreciation, and cash flow methods.
- o Estimate increased above utility values based on current 5-year CIP plans.
- o Prepare memorandum documenting these reviews.

Task 2. Operational Review:

Conduct interviews with all operations and maintenance staff reviewing general work practices, skills, staffing and needs.

- o Inspect all capital infrastructure above and underground (water treatment facility, wastewater treatment facility, representative pump stations, hydrants, main valves, manholes & tanks).
- o Develop a list of operational efficiency improvement opportunities for the City to consider. These opportunities may range from operational changes to capital projects geared at enhancing utility systems and supporting the effective management, operations and maintenance of the City's utility assets.
- o Identify any safety issues that require immediate action; prioritize and provide cost estimate to repair.
- o Develop a list of operational models, based on best industry practices, that the City should consider weighing the pros and cons of each and adopt should the decision be to retain the water and sewer system.
- o Review water loss data and identify reasons why the City is showing a 46% water loss; actual or accounting.
- o Prepare a memorandum documenting the operational review.

Task 3. Capital Improvement Planning (CIP):

- o Utilize interviews with operations and maintenance staff and site visits (as mentioned in the Operational Review tasks) to identify known capital needs.
- o Develop an Asset Management/Condition Assessment Plan including all above and underground equipment that will enable Dunnellon to put in place a credible Capital Asset management plan that would help in the following:
 - a. Projecting "In service failures",
 - b. Forecasting equipment replacement requirements due to end of useful service life,

- c. develop a credible short (1 to 5 years) and long term (5 to 10 years) capital budget.
- o Identify the condition of the asset, predict the asset's life cycle and likelihood of failure, the consequences of failure, and cost to repair/replace the asset.
- o Quantify the Capital Improvement costs which will be incurred by the utilities over the coming ten-year period
- o Prepare a memorandum documenting the CIP.
- o Facilitate workshops with City staff and stakeholders to review recommendations.
- o Prepare a memorandum documenting the CIP.

SUMMARY REPORT, Tasks 1, 2, 3.

- o Assemble the three memoranda in a final Summary Report
- o Meet in workshop and individually, as needed with UAB and council members to review content.
- o Make needed revisions.
- o Provide final recommendations.
- o Be available for final presentation to Council as requested.

Total cost for Tasks 1, 2, 3 is \$29,600.00.

Task 4. Financial Initiative Plan (FIP) Optional. Cost \$12,000.00

- o Investigate financial resources related to federal and state programs to provide alternative opportunities to fund improvements. Consultant will scrutinize each opportunity with agency officials to ensure the program is viable and active.
- o Create a funding scenario spreadsheet that evaluates viable options for both grant and low-interest financing with an estimation of required local contribution and impact.
- o Present funding agency requirements, notice of funding availability expectations, administrative requirements (red flags) and process requirements.
- o Develop an action plan based upon findings and help select alternatives for project financing.
- o Prepare a memorandum documenting the FIP efforts
- o Facilitate workshops with City staff and stakeholders to review recommendations
- Summary Report
- o Assemble the four memoranda in a Summary Report
- o Provide final recommendations based upon feedback from workshops
- o Be available for final presentation to Council as requested

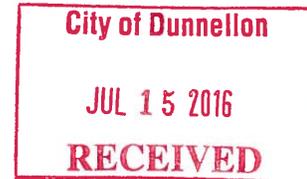


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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

July 12, 2016

Ms. Dawn Bowne, City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431-6744



RE: Fiscal Year 2017
Agreement Between the City and the Planning Council
for Local Government Comprehensive Planning Services

Dear Dawn:

Please find enclosed two copies of the above referenced proposed agreement between the City and the Planning Council for the Planning Council to provide comprehensive planning services to the City for Fiscal Year 2017 in the amount of \$7,000. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the City, please have both copies signed on Page 4 and return both signed copies of the Agreement with original signatures to me for Planning Council signatures.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

xc: Lonnie Smith, IT/Community Development

I:\lga contracts\2017\2017 dunnellon agree letter.docx

FISCAL YEAR 2017

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

CITY OF DUNNELLON

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2016, by and between the City of Dunnellon, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Seven Thousand Dollars and No Cents (\$7,000.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2016 and shall end on September 30, 2017. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the City Clerk of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Marion County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Marion County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

CITY OF DUNNELLON

Attest:

Seal

Dawn Bowne
City Clerk

Nathan Whitt
Mayor

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons
Executive Director

Rick Davis
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2017
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

AGREEMENT #AGR2016-47
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") made and entered into this ____ day of _____, 2016, by and between THE CITY OF DUNNELLON (hereinafter "City") and FRIENDS OF DUNNELLON CHRISTMAS PARADE, INC. d/b/a RAINBOW SPRINGS FINE ART ASSOCIATION (hereinafter "RSFAA"), a Florida Not for Profit Corporation with a mailing address of 11928 North Williams Street, Suite 3, Dunnellon, Florida 34432.

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

1. PROPERTY.

a) The City hereby agrees to permit RSFAA, to utilize portions of a building on property located at 20804 West Pennsylvania Avenue, Dunnellon, Florida 344231, more particularly described as:

Lots 467, 468, and 484, of Plat Book A, Page 174, of the Public Records of Marion County, Florida.

The portions of the building which RSFAA is permitted to utilize are depicted as Exhibit "A" attached hereto and made a part of this Agreement. The portion of the building depicted in Exhibit "A" shall be referred to as "the Property."

b) The Parties agree that the Property comprises a total of approximately 1350 sq.ft.

a. RSFAA shall share with the City and any building tenants access to and use of the following parts of the building or property not located in the Property: existing parking lot and restrooms.

b. The City shall have full access to the Property in order to reasonably maintain the building in accordance with the terms of this Agreement.

2. TERM. The term of this Agreement shall commence on October 10, 2016 and shall continue per the provisions of this Agreement until August 31, 2017.

3. RENT. The RSFAA will pay to City as consideration for use of the Property during the term of the Agreement, One Dollar (\$1.00) per month, for the total amount of twelve dollars (\$12.00) all of which is payable at or before the execution and delivery of this Agreement.

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4. USE.

- a) RSFAA shall use and occupy the Property solely for use as a membership based artists' cooperative and classroom. RSFFA will also offer programs (i.e. art classes and lectures) to the public as a service to the citizens of Dunnellon and the surrounding communities. Special focus will be on offering art enrichment programs to community members including children and seniors. Expenses for classes and lectures may be recovered by the RSFFA. No other use shall be made of the Property without prior, written consent of City.
- b) RSFAA will not use or permit the Property to be used for any illegal or improper purposes, nor permit any disturbance, noise, or annoyance whatsoever, detrimental to the Property or to the comfort of its neighbors.
- c) RSFAA will be responsible for any code enforcement fines, liens, or judgments that may become due upon the Property, for which it is determined that RFSAA is responsible, in a timely manner.
- d) RSFAA shall promptly notify City of any problems that may arise regarding the Property and/or use of the Property.
- e) Nothing herein shall be construed to create a partnership relationship with City and RSFAA in any way.

5. UTILITIES & SERVICES. The City shall not be responsible for and will not provide any utilities or services to RSFAA, the Property, or the building in which the Property is located during the term of this Agreement. RSFAA shall secure and pay for any and all services utilized by RSFAA during the term of this Agreement, including but not limited to: telephone, cable, and internet services.

6. INSURANCE.

- a) The City shall keep the building in which the Property is located insured against loss by fire or casualty with extended coverage in an amount of not less than the replacement value of the building.
- b) RSFAA shall at all times and at its sole expense maintain public liability insurance policies on the Property with limits of at least \$1,000,000.00 (One Million Dollars) for personal injury, death and property damage, with waiver of subrogation against the City. The City shall be entitled to require an increase in the coverage limits required under this subparagraph by written notice to RSFAA, provided that any increase shall be reasonable and consistent with prevailing market coverage limits for similarly situated properties and activities. Said public liability policies shall carry both the names of the City and RSFAA

83 as named insured. RSFAA shall provide the City with a certificate evidencing the public
84 liability and insurance coverage at the time this Agreement is entered into and shall provide
85 such certificate annually thereafter or upon the renewal dates of said policies. RSFAA
86 shall keep all receipts showing payment of premiums were made on or before each
87 premium due date. All policies required to be obtained by RSFAA shall contain a
88 provision that the company writing said policy will provide the City thirty (30) days notice
89 in writing in advance of any cancellation or lapse or the effective date of any reduction in
90 the amounts of insurance. All policies shall be written as primary policies, not contributing
91 with and not in excess of any coverage which the City may carry.

92 c) RSFAA shall be solely responsible for maintaining insurance against loss by fire and
93 other casualty on its furniture, fixtures, inventory, equipment, supplies, and other
94 personal property.
95

96 d) RSFAA agrees to, and shall at all times, indemnify, defend and hold the City harmless
97 from and against any and all liability, loss, claim, suit, damage, charge or expense which
98 the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or
99 injury to any person whomsoever and damage to or loss of or destruction of any property
100 whatsoever, arising from, or in any way connected with, upon, or at the Property, or the
101 occupancy or use by RSFAA of the Property or any part of the real property and/or grounds
102 upon which the Property is located, or occasioned wholly or in part by any act or omission
103 of RSFAA, its employees, customers, or other parties not under the direct supervision of
104 the City. In case the City shall be made a party to any claim or litigation for death or injury
105 to person or damage to or loss of property commenced by RSFAA or anyone else against
106 the City arising out of RSFAA's use or occupancy, then RSFAA shall defend, indemnify,
107 and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees
108 of the City's attorneys incurred or paid by the City in connection with such claim or
109 litigation within thirty (30) days of receipt of any invoice pertaining thereto.
110 Notwithstanding the foregoing, in no event shall RSFAA be required to indemnify, defend
111 or hold the City harmless from any liability, loss, claim, suit, damage, charge or expense
112 that is proximately caused by the intentional or negligent act or omission of the City.
113

114 e) RSFAA will pay for any and all applicable workers' compensation insurance for any and
115 all employees of RSFAA as may be required by Florida Law.
116

117 f) RSFAA, its successors, sublessees, and assigns, shall be responsible, at no cost to the City,
118 for any remediation of any hazardous substances on the Property or any part of the real
119 property and/or grounds upon which the Property is located, caused by RSFAA, its agents,
120 successors, and assigns. RSFAA shall use bonded contractors to perform any remediation
121 work required by this section. Such remediation shall be completed promptly and in
122 accordance with all applicable laws. In no event shall RSFAA be responsible for
123 remediation of any hazardous substances on the Property or any part of the real property
124 and/or grounds upon which the Property is located, caused by the City, its agents,
125 successors or assigns.
126
127

- 128 7. MAINTENANCE & REPAIRS.
129
- 130 a) City will maintain the interior and exterior of the building on the Property and all other
131 improvements thereon, including but not limited to: interior ceilings, walls, floors, fixtures,
132 pipes, doors and windows in compliance with the City's Code.
133
- 134 b) City will maintain the Property's lawn (including all landscaping, trees, and shrubs),
135 parking areas, and all other exterior portions of the Property. RSFAA may make minor
136 improvements to the Property's landscaping if granted prior permission by City at City's
137 sole discretion.
138
- 139 c) RSFAA will notify City of any necessary repairs to the Property. Repairs will be performed
140 by City and are recoupable by City from RSFAA if City determines RSFAA is at fault for
141 damage necessitating the repairs.
142
- 143 8. ENTRY AND INSPECTION. City, its representatives, contractors and employees shall at
144 all times have free access to the Property for purposes necessary, incidental to or connected
145 with the performance or exercise of the City's governmental functions. In addition, at any
146 reasonable time, City may enter the Property personally or through a designated agent and
147 conduct an inspection to determine if RSFAA is complying with the provisions of this
148 Agreement. If such inspection reveals deficiencies, City may, but shall not be obligated to,
149 make such repairs or take any other action, as may be necessary to bring RSFAA into
150 compliance and recover the costs thereof from RSFAA. The parties acknowledge that
151 associated costs shall be considered additional rent due immediately from RSFAA; failure
152 by RSFAA to pay these sums shall be grounds for termination of this Agreement.
153
- 154 9. RSFAA shall not perform any alterations and/or improvements to the Property. RSFAA
155 has no power or authority to subject the City's interest in the Property to liens of any kind
156 against City's interest during this Agreement. If any third party files a lien, RSFAA, will
157 release City's interest from the legal effect of such lien. In such an event, all alterations or
158 improvements on the Property shall become the property of the City.
159
- 160 10. INDEMNITY. RSFAA hereby covenants and agrees to indemnify and hold harmless City,
161 its board members, employees, consultants, attorneys and/or agents (collectively the "City
162 Related Parties,") from and against all liability, losses or damages, including attorneys' fees
163 and costs, at both the trial and appellate levels, which City and/or the City Related Parties may
164 suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or
165 nature arising out of, relating to or resulting from the performance or non-performance of this
166 Agreement by RSFAA or its employees, agents, servants, partners, principals or
167 subcontractors. RSFAA shall pay all claims and losses and shall investigate and defend (with

168 legal counsel acceptable to City) all claims, suits or actions of any kind or nature in the name
169 of City where applicable, including appellate proceedings, and shall pay all costs, judgments,
170 and attorney's fees and costs which may issue. Nothing herein shall be construed as a waiver
171 by City of sovereign immunity or of any rights or limits to liability existing under Section
172 768.28, Florida Statutes.

173
174 11. COMPLIANCE WITH LAWS. The right is hereby reserved by City to adopt, in addition
175 to the provisions herein contained within this Agreement and existing applicable
176 ordinances, any additional regulations as it shall find necessary in the exercise or its
177 powers. RSFAA shall conduct all operations hereunder in compliance with all applicable
178 laws, and shall not permit any violations of law to remain upon said Property.

179
180 12. ASSIGNMENT. This Agreement shall not be assigned by RSFAA without the prior written
181 consent from City.

182
183 13. RENEWAL. This Agreement shall renew automatically on a month-to-month basis until
184 terminated per the terms of Section 16 or Section 17 of this Agreement.

185
186 14. NOTICE. As required for any purpose in this agreement, notice shall be addressed and
187 sent by certified U.S. Mail, return receipt requested to:

188
189 City: City Clerk, City of Dunnellon
190 20750 River Drive
191 Dunnellon, FL 34431

192
193 RSFAA: Friends of Dunnellon Christmas Parade, Inc.
194 11928 North Williams Street
195 Suite 3
196 Dunnellon, FL 34432

197
198 15. DEFAULT AND TERMINATION. The failure of RSFAA to comply with any of the terms
199 of this Agreement, or to undertake or fail to undertake any action that causes a threat to the
200 public health, safety, or welfare shall be grounds for immediate termination of this
201 agreement. In the event of a default by RSFAA under this Agreement which default
202 continues longer than ten (10) days after the giving of written notice to RSFAA by City
203 demanding that the default be cured, City may terminate this Agreement and resume
204 possession of the Property immediately, or at its option City may take such action and
205 expend such sums as may be necessary to cure the default and charge it to the RSFAA.
206 City shall also be entitled to recovery of all attorney fees and costs associated with said
207 default. In the event that RSFAA files a protest of the City's notice of default within ten

208 (10) days of receipt of said notice, the City Council shall schedule a meeting to determine
209 the reasonableness of City's declaration of default and make a decision that shall be
210 considered final and binding to the parties.

211
212 16. TERMINATION WITHOUT CAUSE. Either party may terminate this agreement without
213 cause by providing to the other ninety (90) days advance notice in writing.

214
215 17. REMEDIES CUMULATIVE. City's remedies under this Agreement are cumulative, and
216 no one remedy shall be exclusive, in law or equity, of any other rights which City may
217 have, and the exercise of one right or remedy shall not impair City's standing to exercise
218 any other right or remedy.

219
220 18. COSTS AND FEES. In the event it is necessary for City to employ counsel to enforce the
221 obligations of RSFAA hereunder, then RSFAA shall reimburse City for reasonable
222 attorney fees so incurred, whether or not suit is filed; and if a legal action is commenced
223 by either party, then at the conclusion of such action the prevailing party shall be entitled
224 to recover its reasonable costs and attorney fees, in addition to any other relief granted.

225
226 19. GOVERNING LAW. This Agreement shall be applied and construed in accordance with
227 the Laws of Florida. Venue for any action hereunder shall be in Marion County, Florida.
228 The courts of the State of Florida shall have jurisdiction to hear and decide any and all
229 disputes which arise under this Agreement.

230
231 20. MODIFICATION. This Agreement may not be amended in any manner whatsoever, other
232 than by written instrument signed by all parties hereto.

233
234 21. BINDING EFFECT. This Agreement shall be binding on, and inure to the benefit of, not
235 only City and RSFAA, but also their respective successors and assigns.

236
237 22. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be
238 served from this Agreement and the remainder of the Agreement shall continue in full force
239 as if executed originally without the invalid portion.

240
241 23. ENTIRETY OF AGREEMENT. This Agreement sets forth the entire agreement of the
242 parties; it takes precedence over all prior representations, negotiations and agreements,
243 whether oral or written, which are deemed to have merged into this Agreement and have
244 been extinguished to the extent not set forth specifically herein.

245
246

247 **IN WITNESS WHEREOF**, the parties have caused their duly authorized officers to execute this
248 Agreement on the day and year first above written.

249

City:

250

CITY OF DUNNELLON, FLORIDA

251

252

NATHAN WHITT, MAYOR

253

Date signed: _____

254 **ATTEST:**

255

256 _____
DAWN M. BOWNE, MMC, CITY CLERK

257

258 Approved as to form and legal sufficiency:

259

260 _____
Andrew J. Hand, City Attorney

261

262

263

264 Witnesses:

265

**RSEAA: FRIENDS OF DUNNELLON
CHRISTMAS PARADE, INC.**

266

267 Print name: _____

268

MATHEW BAILLARGEON, DIRECTOR

269

Date signed: _____

270 _____
Print name: _____

271

272

273



Meeting Date: October 5, 2016

From (Dept): Police

Signature: [Signature]
Department Director

Approved for [Signature]
Agenda: _____
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

SUBJECT: Grant Application-USDA Public Safety Equipment

Request For Approval: Submit USDA Grant Application AGR#2016-46

SUMMARY EXPLANATION & BACKGROUND: The City has the opportunity to apply for a grant with USDA for 2 police vehicles and a computer server and switch. The request is for \$69,040 with a 25% match of \$23,014. The funds for the match will come from the Police Forfeiture Reserve which complies with F.S. 932, Section 932.7055.

It is recognized that the survey results of whether or not to maintain a City run Police Department will not be available until November. However, a limited number of funds will be made available and we are requesting to submit the application in order to obtain funds in the event our residents choose to keep the Police Department. The City would have the option of turning down the award if law enforcement is turned over to the County.

In addition to the request for grant funding and for Council's future consideration, a vehicle financing proposal is attached. This proposal will save the City additional money spent on the repair and maintenance of older, high mileage patrol vehicles in need of replacement. This financing proposal uses proceeds from the 1% Discretionary Sales Surtax.

FISCAL INFORMATION: 75% grant funded \$69,040. Budget amendment in FY2016-2017 to use \$23,014 from Police Forfeiture Reserve

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize staff to submit USDA grant application #AGR2016-46

Initiated by: MM/js

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED October 11, 2016	Applicant Identifier	
			3. DATE RECEIVED BY STATE	State Application Identifier	
			4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: City of Dunnellon			Organizational Unit: Department: Police Department		
Organizational DUNS: 09-9350589			Division:		
Address: Street: 20750 River Drive			Name and telephone number of person to be contacted on matters involving this application (give area code)		
City: Dunnellon			Prefix: Ms	First Name: Jan	
County: Marion			Middle Name		
State: FL			Last Name Smith		
Zip Code 34431			Suffix:		
Country: USA			Email: jsmith@dunnellon.org		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000311			Phone Number (give area code) 352-465-8500		Fax Number (give area code) 352-465-8505
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>			7. TYPE OF APPLICANT: (See back of form for Application Types) C. Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Community Facilities Loans 10-766			9. NAME OF FEDERAL AGENCY: USDA		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of Dunnellon			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Police Vehicles (2) Police Department Server and Switch		
13. PROPOSED PROJECT Start Date: October 1, 2016			14. CONGRESSIONAL DISTRICTS OF: a. Applicant District 2		
Ending Date: September 30, 2017			b. Project District 2		
15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$	69,040 ⁰⁰	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$	23,014 ⁰⁰	DATE:		
c. State	\$	⁰⁰	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$	⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$	⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$	⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$	92,054 ⁰⁰			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix Mr	First Name Nathan		Middle Name		
Last Name Whitt		Suffix			
b. Title Mayor			c. Telephone Number (give area code) 352-465-8500		
d. Signature of Authorized Representative			e. Date Signed		

Form RD 442-3
(Rev. 3-97)

Name City of Dunnellon

BALANCE SHEET

Address 20750 River Drive
Dunnellon, FL 34431

	08-31-2016			09-30-2015		
	Month	Day	Year	Month	Day	Year
ASSETS						
<u>CURRENT ASSETS</u>						
1. Cash on hand in Banks			\$2,518,128.00			\$2,369,370.00
2. Time deposits and short-term investments						
3. Accounts receivable			\$31,595.00			\$64,542.00
4. Less: Allowance for doubtful accounts	(\$1,090.00)	()
5. Inventories						
6. Prepayments			\$100.00			\$100.00
7. Due From Other Governments						\$74,915.00
8. _____						
9. Total Current Assets (Add 1 through 8)			\$2,548,733.00			\$2,508,927.00
<u>FIXED ASSETS</u>						
10. Land						
11. Buildings						
12. Furniture and equipment						
13. _____						
14. Less: Accumulated depreciation	()	()
15. Net Total Fixed Assets (Add 10 through 14)			\$0.00			\$0.00
<u>OTHER ASSETS</u>						
16. _____						
17. _____						
18. Total Assets (Add 9, 15, 16 and 17)			\$2,548,733.00			\$2,508,927.00
LIABILITIES AND EQUITIES						
<u>CURRENT LIABILITIES</u>						
19. Accounts payable			\$2,294.00			\$50,527.00
20. Notes payable						
21. Current portion of USDA note						
22. Customer deposits						
23. Taxes payable						
24. Interest payable						
25. Accrued Liabilities			\$0.00			\$61,124.00
26. Unearned Revenue			\$612.00			\$23,353.00
27. Total Current Liabilities (Add 19 through 26)			\$2,906.00			\$135,004.00
<u>LONG-TERM LIABILITIES</u>						
28. Notes payable USDA						
29. _____						
30. _____						
31. Total Long-Term Liabilities (Add 28 through 30)			\$0.00			\$0.00
32. Total Liabilities (Add 27 and 31)			\$2,906.00			\$135,004.00
<u>EQUITY</u>						
33. Retained earnings			\$2,545,827.00			\$2,373,923.00
34. Memberships						
35. Total Equity (Add lines 33 and 34)			\$2,545,827.00			\$2,373,923.00
36. Total Liabilities and Equity (Add lines 32 and 35)			\$2,548,733.00			\$2,508,927.00

CERTIFIED CORRECT

Date

Appropriate Official (Signature)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0015. The time required to complete this information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

City of Dunnellon
USDA Grant for Public Safety Equipment
Grant Narrative

The City of Dunnellon requests to purchase two (2) patrol vehicles with grant funds from USDA. Funds will be used to replace older, high mileage, patrol vehicles (greater than 100,000 miles). These vehicles require body painting, are consistently in need of repair and have outdated equipment.

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

The required 25% grant match, in the amount of \$23,014, is available from the Police Department Forfeiture Reserve. The reserve has a balance of \$28,965.38 as of August 31, 2016. These purchases comply with F.S. Chapter 932, Section 932.7055.

Police Vehicles: Two (2) - \$77,054

2016 Ford Interceptor Utility AWD SUV	
Cost of Vehicle:	\$27,430
Cost of Equipment (See Attached List):	<u>11,097</u>
Total Cost of Each Vehicle	\$38,527

Grant funds will be used to acquire 2 marked patrol vehicles for a total cost of \$77,054. The pricing of the vehicles is per State of Florida contract and complies with the City's purchasing policy.

Police Department Computer Server and Switch - \$15,000

Server:

Dell PowerEdge R710
24 GB RAM
Xeon processors
8 TB RAID 5 Drives
Windows Server 2012 O/s

Switch:

Dell Catalyst C3650
48 port PoE
Layer 3 Managed
Cisco IOS

Summary:

Vehicles:	\$77,054
Server and Switch	<u>15,000</u>
Total Equipment cost:	\$92,054
Less 25% match:	<u>23,014</u>
Total Grant Funds Requested:	\$69,040

Quote City of Dunnellon Police Department

<u>Yr/Make/Model</u>	2016 Ford SUV	60 Month Ayears	
2016 Ford Interceptor SUV		(5) Years	
		(3.14%)	
Vehicle-----\$27,430.00	Annual	\$8,448.02	
Equipment--\$11,096.54	Per Vehicle		
\$ 0.00			
Total-----\$38,526.54			

*Tag and title fees are not included in the lease.

*Dollar (\$1.00) Buy out at term

*This is a (5 year) Lease to own program

ALAN JAY
---FLEET SALES

Direct: (727) 744-2882
Fax: (863) 402-4221

David Taylor

Fleet Lease Manager
david.taylor@alanjay.com

5330 US HWY 27 South
P.O. Box 9200
Sebring, FL 33871



ALANJAY.COM

Quote City of Dunnellon Police Department

<u>Yr/Make/Model</u>	2016 Ford SUV	60 Month Aears	
2016 Ford Interceptor SUV		(5) Years	
		(3.14%)	
Vehicle-----\$27,430.00	Annual	\$8,448.02	
Equipment--\$11,096.54	Per Vehicle		
\$ 0.00			
Total-----\$38,526.54			

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Direct: (727) 744-2882
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David Taylor

Fleet Lease Manager
 david.taylor@alanjay.com

5330 US HWY 27 South
 P.O. Box 9200
 Sebring, FL 33871



QUOTE

Enforcement One Inc.

381Roberts Rd
Oldsmar, FL 34677
Phone 727-816-9833 Fax 727-945-8132
www.enforcementone.com

INVOICE # BOB49
DATE: AUGUST 18, 2016

TO
Dunnellon Police Department

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Bob	Dunnellon PPV		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	IX34UFX Whelen Inner Edge XLP Led lights for inside front Windshield	\$658.95	\$658.95
1	AVN2LRRB Whelen Avenger Led Red/Blue with White Take down (inside windshield lower center)	\$246.10	\$246.10
1	OE34UR6 Whelen Rear Outer Edge Led Light (6 Led light heads, 3 on each side)	\$647.45	\$647.45
3	OEMCRNB Whelen LED Lighthouse for Outer Edge Blue	Included	Included
3	OEMCRNB Whelen LED Lighthouse for Outer Edge Red	Included	Included
4	VTX609J Whelen Vertex Led Lighthoods (corner lighting, 1 each headlight, 1 each taillight)	\$57.00	\$228.00
2	MCRNTJ Whelen Micron Stud Mount Lighthouse For Grille Split color Red/Blue	\$102.83	\$205.66
2	MCRNSJ Whelen Micron Lighthouse For Rear License Plate Frame Split Color Red/Blue	\$64.77	\$129.54
1	MCRNB2 Whelen License Plate Frame Mount For 2 Lighthoods	\$20.63	\$20.63
2	DP2RB Whelen Dominator Plus Lighthouse Split Color Red/Blue For Rear Quarter Windows	\$211.60	\$423.20
2	DBKT4 Whelen Dominator Universal Bracket	\$15.24	\$15.24
2	MCRNSJ Whelen Micron Lighthouse For Rear License Plate Frame Split Color Red/Blue	\$64.77	\$129.54
2	MCRNB1 Whelen Micron Universal Mounting Bracket For Rear Door Side Lights, Red/Blue	\$7.94	\$15.88
1	295SLSA6 Whelen Siren Controller Combo Unit	\$309.35	\$309.35
1	SA315P Whelen 100 Watt Speaker	\$143.11	\$143.11

1	SAK51 Whelen Speaker Bracket	Included	Included
1	425-6478 Jotto Desk Ford PI Utility Console	\$231.84	\$231.84
1	425-6056 Jotto Console Face Plate	\$17.75	\$17.75
1	C-FP** Filler Plates As Needed	Included	Included
1	425-3704 Jotto Desk Console Dual Cup Holder	\$28.70	\$28.70
1	425-6411 Jotto Desk Console Arm Rest	\$64.03	\$64.03
1	425-5598/4143 Jotto Desk Computer Mount with Standard a-Mod Desktop Mount	\$341.55	\$341.55
1	475-1111 Jotto Single Cell Prisoner Transport	\$1236.25	\$1236.25
1	475-1109 Jotto Cargo Barrier	\$322.00	\$322.00
1	ICP-KIT ICop Pro In Car Video System	\$3495.00	\$3495.00
1	475-0051 Jotto Gun Rack, Double for AR and Shot Gun With Handcuff Key Override	\$222.18	\$222.18
1	Radio Antenna	\$40.00	\$40.00
1	Freight on Jotto items	\$174.10	\$174.10
1	Shop Supplies (includes wire, wire loom, connectors, plugs, heat shrink and fuses)	\$50.49	\$50.49
1	Install on Above Items	\$1700.00	\$1700.00
		SUBTOTAL	\$11096.54
		SALES TAX	\$0
		TOTAL	\$11096.54

Quotation prepared by: _____

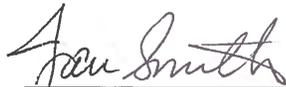
This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

CASH/EQUITY BALANCES

		BEGINNING BALANCE 10/1/2015	BALANCE 7/31/2016	BALANCE 8/31/2016	NET CHANGE FROM PRIOR PERIOD	NET CHANGE FROM START OF YEAR
GF EQUITIES						
02000-15135	GAS TAX EQUITY ACCT-5TH CENT	888,647.81	956,505.00	963,850.91	7,345.91	75,203.10
02000-15138	TREE FUND EQUITY	1,047.62	1,047.62	1,047.62	0.00	0.00
02000-15160	GAS TAX EQUITY ACCT-6TH CENT	659,070.02	592,924.13	588,081.35	(4,842.78)	(70,988.67)
02000-15162	CEMETERY EQUITY ACCT	53,403.45	53,403.45	53,403.45	0.00	0.00
02000-15171	PD TRUST EQUITY	10,124.77	9,087.67	9,102.44	14.77	(1,022.33)
02000-15171-FCSSP	PD TRUST EQUITY	1,988.36	1,988.36	1,988.36	0.00	0.00
02000-15172	PD FORFEITURE EQUITY	28,619.02	28,962.93	28,965.38	2.45	346.36
02000-15173	GF UNRESTRICTED	347,541.13	593,181.14	514,640.15	(78,540.99)	167,099.02
02000-15177	POLICE AUTOMATION EQU.	20,092.03	20,092.03	20,092.03	0.00	0.00
02000-15178	PUBLIC SAFETY BLDG FUND	156,747.96	156,747.96	156,747.96	0.00	0.00
02000-15185	DESIGNATED CAP REP EQY	0.00	2,461.25	6,705.55	4,244.30	6,705.55
02000-15186	GAS TAX CAP REPLACE EQY	69,355.54	69,355.54	69,355.54	0.00	0.00
02000-15187	POLICE EDUCATION EQUITY	4,760.59	4,760.59	4,760.59	0.00	0.00
02000-15188	INFRASTRUCTURE EQUITY (Capital Items Only)(one percent gas surtax)	56,246.88	56,246.88	56,246.88	0.00	0.00
02000-15191	EMERGENCY RESERVE EQUITY	11,211.19	13,691.77	13,972.59	280.82	2,761.40
02000-15199	GF DEBT SVC RESERVE (FUND 140)	0.00	14,583.33	29,166.66	14,583.33	29,166.66
GF EQUITIES		2,308,856.37	2,575,039.65	2,518,127.46	(56,912.19)	209,271.09


Jan Smith, Finance Officer

9/21/16
Date

Jan Smith

From: Mike McQuaig <mmcquaig@dunnellonpd.org>
Sent: Thursday, September 29, 2016 12:35 PM
To: Jan Smith
Subject: FW: Grant information

From: Manning, Rebecca - RD, Ocala, FL [mailto:rebecca.manning@fl.usda.gov]
Sent: Thursday, September 29, 2016 6:27 AM
To: Mike McQuaig
Subject: RE: Grant information

Good Morning Chief McQuaig,

We are having trouble with our phone system. Have you left a voicemail?? If so, I have not received the voicemails. I know I have spoken with Jan a few times for the pre-application.

The City is currently eligible for up to 75% grant or an amount not to exceed \$100,000.00 whichever is less. Please keep in mind that this does not mean that the City will get the 75% in grant funds, it all depends on our budget for the year. Our fiscal year begins October 1st so at this time we are not sure what the budgeted funds for this program will be.

Once the City receives notice that the grant funds have been obligated, we will then request that the City provide us with the type of vehicles they are wanting to purchase along with the quotes. Once those documents are reviewed then we will authorize the City to order the vehicles. When the vehicles arrive, we will then close the grant and immediately reimburse the City the grant funds.

I am not sure what you mean by are there any strings attached??

I hope this helps.

Thank you and have a great day.

Rebecca S. Manning

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

Stay Connected with USDA:

USDA is an equal opportunity provider, employer and lender.

From: Mike McQuaig [mailto:mmcquaig@dunnellonpd.org]
Sent: Wednesday, September 28, 2016 3:38 PM
To: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Subject: Grant information

Hello Rebecca,

On Oct 5, 2016 I am going to ask the city council for permission to apply for the USDA Grant. I know they are going to ask a few questions about the process. Can you please send me some information such as

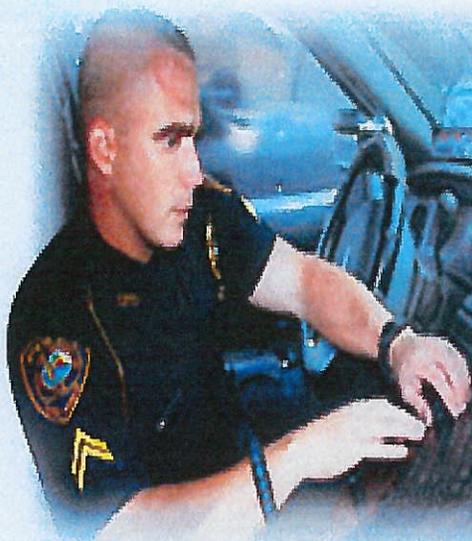
1. The matching fund.
2. How soon will the city be reimbursed if awarded
3. Any strings that may be attached
4. Anything else the council may need to know or ask.

I have tried to call you a few times but no one answers the phone.

Thanks

Mike McQuaig
Chief of Police
Dunnellon

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



Police Department



- Car 118 2005
- Car 120 2007
- Car 121 2007
- Car 122 2007
- Car 123 2007
- Car 126 2011
- Car 125 2009
- Car 127 2008



Maintenance Cost last 3 years

- Car 118 \$4,280.64
- Car 120 \$1,988.00
- Car 121 \$3,374.00
- Car 122 \$2,425.00
- Car 126 \$3,132.00
- Car 125 \$3,886.83
- Car 127 \$3,905.21

ALL VEHICLES - FY2013-14, 2014-15, 2015-16										
		V-118	V-120	V-121	V-122	V-123	V-126	V-125	V-127	TOTALS
FY 2013-14	LABOR	\$ 502.17	\$ 432.54	\$ 320.27	\$ 369.85	\$ 76.02	\$ 457.88	\$ 737.22	\$ 504.07	\$ 3,400.02
	PARTS	\$ 1,085.67	\$ 631.85	\$ 704.28	\$ 408.03	\$ -	\$ 187.92	\$ 623.66	\$ 1,148.87	\$ 4,790.28
	TOTAL	\$ 1,587.84	\$ 1,064.39	\$ 1,024.55	\$ 777.88	\$ 76.02	\$ 645.80	\$ 1,360.88	\$ 1,652.94	\$ 8,190.30
FY 2014-15	LABOR	\$ 365.14	\$ 306.92	\$ 332.88	\$ 141.97	\$ 157.23	\$ 561.55	\$ 270.70	\$ 399.13	\$ 2,535.52
	PARTS	\$ 322.86	\$ 134.91	\$ 367.10	\$ 284.55	\$ 222.12	\$ 1,022.12	\$ 616.86	\$ 501.28	\$ 3,471.80
	TOTAL	\$ 688.00	\$ 441.83	\$ 699.98	\$ 426.52	\$ 379.35	\$ 1,583.67	\$ 887.56	\$ 900.41	\$ 6,007.32
FY 2015-16	LABOR	\$ 622.61	\$ 13.53	\$ 470.62	\$ 165.35	\$ 99.14	\$ 257.16	\$ 238.64	\$ 218.03	\$ 2,085.08
	PARTS	\$ 860.26	\$ 328.82	\$ 571.85	\$ 904.99	\$ 125.24	\$ 369.40	\$ 1,148.26	\$ 1,102.34	\$ 5,411.16
	CONTRACTE D	\$ 521.93	\$ 139.50	\$ 607.16	\$ 150.72	\$ 285.54	\$ 276.45	\$ 251.49	\$ 31.49	\$ 2,264.28
	TOTAL	\$ 2,004.80	\$ 481.85	\$ 1,649.63	\$ 1,221.06	\$ 509.92	\$ 903.01	\$ 1,638.39	\$ 1,351.86	\$ 9,760.52
	TOTAL LABOR	\$ 1,489.92	\$ 752.99	\$ 1,123.77	\$ 677.17	\$ 332.39	\$ 1,276.59	\$ 1,246.56	\$ 1,121.23	\$ 8,020.62
	TOTAL PARTS	\$ 2,268.79	\$ 1,095.58	\$ 1,643.23	\$ 1,597.57	\$ 347.36	\$ 1,579.44	\$ 2,388.78	\$ 2,752.49	\$ 13,673.24
	TOTAL CONTRACTE D	\$ 521.93	\$ 139.50	\$ 607.16	\$ 150.72	\$ 285.54	\$ 276.45	\$ 251.49	\$ 31.49	\$ 2,264.28
	GRAND TOTAL	\$ 4,280.64	\$ 1,988.07	\$ 3,374.16	\$ 2,425.46	\$ 965.29	\$ 3,132.48	\$ 3,886.83	\$ 3,905.21	\$ 23,958.14

* Around May 2016 vehicle maintenance started to be outsourced upon the mechanic's resignation.

** The figures above are based on information received by DPD and mechanic.

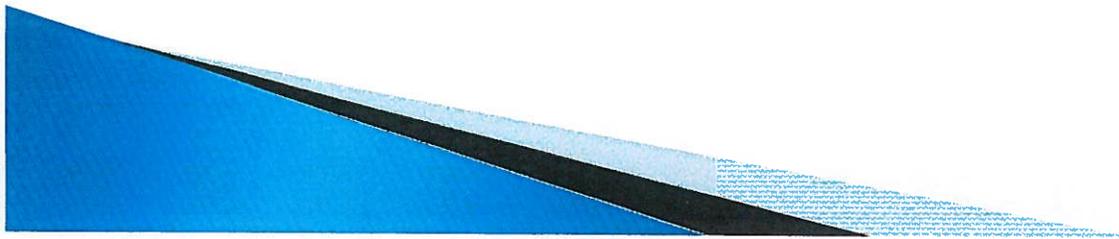
USDA Grant

- Citizens of Dunnellon
- Grant details
- **NO City Tax Money**
- 75% – 25% Match

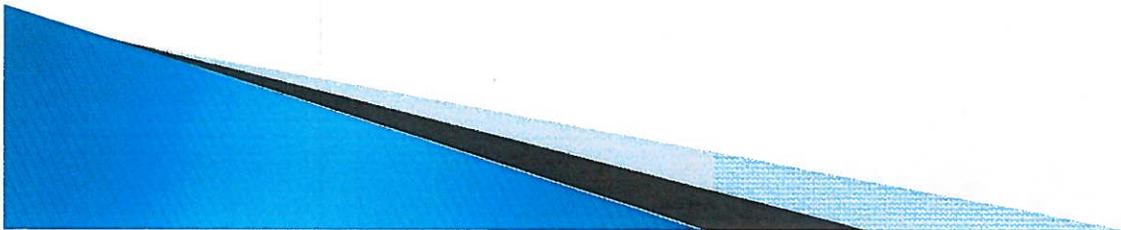


25% Match

- Forfeiture Fund
- Monies and item which have been seized in criminal cases by the police Department.



- 2 cars
- Computer/Processor
- Switch



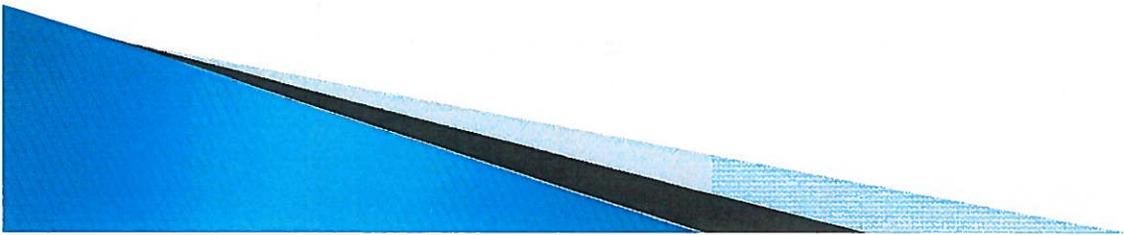
Within Capital Budget

Capital budget FY 16/17
To
Grant



**CITY OF DUNNELLON
5 YEAR CAPITAL PLAN**

ITEM	QUANTITY	PER ITEM	TOTAL	JUSTIFICATION	PURCHASE YEAR					OBJECT CODE
		COST	COST		2017	2018	2019	2020	2021	
01521-POLICE DEPT										
Used Vehicle for Chief	1	15,000	15,000	If officer 7 is hired. My vehicle will be a spare		15,000				60640
Police car	1	30,000	30,000	Officer 8		30,000				60640
Police Car	1	30,000	30,000	Officer 9			30,000			60640
Police Car	1	30,000	30,000	officer10				30,000		60640
Police car	1	30,000	30,000	Replace Older car 105,000 miles	30,000					60640
Police Car	2	30,000	60,000	Replace older car in fleet	30,000	30,000				60640
Police car	1	30,000	30,000	Replace older car in fleet			30,000			60640
Police car	1	30,000	30,000	Replace older car in fleet				30,000		60640
Police car	2	30,000	60,000	Replce older car in fleet					60,000	60640
Used vehicle	1	15,000	15,000	Crime watch	15,000					60640
Server & Gigabit Switch	1	11,500	11,500	Existing servers cannot be warranted. Switch needed due to network bottleneck and files cannot be backed up in a timely manner	15,000					60640
New Generator Connection	1	5,000	5,000	No generator to building for emergency power	5,000					60640
			-							
TOTAL POLICE DEPARTMENT			-		95,000	75,000	60,000	60,000	60,000	



Police Vehicles: Two (2) - \$77,054

2016 Ford Interceptor Utility AWD SUV	
Cost of Vehicle:	\$27,430
Cost of Equipment (See Attached List):	<u>11,097</u>
Total Cost of Each Vehicle	\$38,527

Grant funds will be used to acquire 2 marked patrol vehicles for a total cost of \$77,054. The pricing of the vehicles is per State of Florida contract and complies with the City's purchasing policy.

Police Department Computer Server and Switch - \$15,000

Server:

Dell PowerEdge R710
24 GB RAM
Xeon processors
8 TB RAID 5 Drives
Windows Server 2012 O/s

Switch:

Dell Catalyst C3650
48 port PoE
Layer 3 Managed
Cisco IOS

Summary:

Vehicles:	\$77,054
Server and Switch	<u>15,000</u>
Total Equipment cost:	\$92,054
Less 25% match:	<u>23,014</u>
Total Grant Funds Requested:	\$69,040



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ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,123.00
Body Labor	64.0 hrs @	\$ 44.00 /hr	2,816.00
Paint Labor	40.6 hrs @	\$ 44.00 /hr	1,786.40
Paint Supplies	40.6 hrs @	\$ 28.00 /hr	1,136.80
Subtotal			6,862.20
Sales Tax	\$ 6,862.20 @	6.0000 %	411.73
Grand Total			7,273.93
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			7,273.93

Alec's Collision Center provides an unconditional lifetime warranty on all body and paint workmanship for as long as you own the vehicle. No vehicles will be released unless payment is made in full. The above estimate is based on our visual inspection and does not cover additional parts or labor which may be required after the work has been started. prices on parts and labor subject to change. Thank You From Alec's Collision Center.

Lease to Own

Defer Payment for one year

Lease term 3 Years

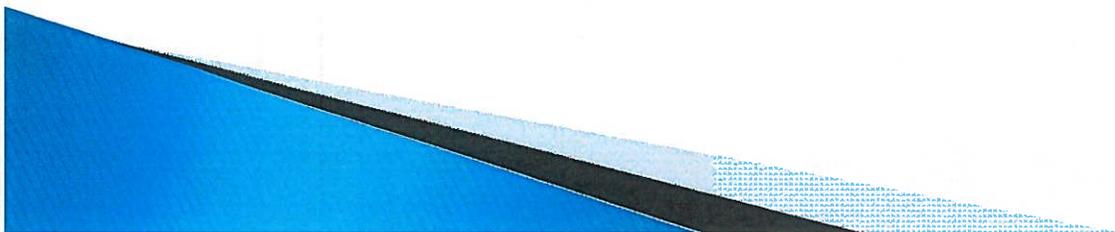
\$ 40, 721

2.82 % interest

All figures may change slightly depending on sign date



Collection Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Fiscal Year	2016-17	2017-18	2018-19	2019-20	2020-21	
Dunnellon	\$121,483	\$189,586	\$197,245	\$205,214	\$71,168	\$784,696



City of Dunnellon Water and Sewer Rate Study September 19, 2016



**Tom Gustafson
Financial / Mgmt Circuit Rider
Florida Rural Water Association**

City of Dunnellon W&S Rate Study

- Cost of service is determined by reviewing fixed cost expenses (debt service, infrastructure repair needs, etc.)
- Cost per thousand gallons is determined by dividing the amount of water pumped for the year by the expenses to run the utility.



[..\Dunnellon\Dunnellon Rates 2016\Dunnellon Rate](#)

City of Dunnellon W&S Rate Study

Findings & Recommendations

- **Water & Wastewater Revenues (rates) are currently adequate to meet expenditures**
- **If a truly funded depreciation schedule were utilized a 2.41% increase of water base rates would be needed. If wastewater was funded for depreciation a 23.25% increase in base rates would be needed.**

City of Dunnellon W&S Rate Study

Water Rates Usage Charges (Existing Residential)

Water Rates	Existing Rates 2016
Base Facility Charge	\$17.40
0 – 4,000	\$2.27 per thousand
4,001 – 10,000	\$4.54 per thousand
10,001 – 20,000	\$6.59 per thousand
20,001 – 30,000	\$9.22 per thousand
Greater than 30,001	\$12.91 per thousand

City of Dunnellon W&S Rate Study

Non-residential Water Base Rate

CURRENT Base Charges		
3/4 "	Meter	\$17.40
1"	Meter	\$43.50
1 1/2"	Meter	\$87.00
2"	Meter	\$139.20
3"	Meter	\$278.40
4"	Meter	\$435.00
6"	Meter	\$870.00
8"	Meter	\$1392.00

City of Dunnellon

Sewer Base Facility Charge

METER SIZE	MONTHLY AVAILABILITY CHARGE	MONTHLY GALLONS	USAGE RATE (PER THOUSAND GAL)
3/4 Inch	\$17.11	0-4,000	\$8.46
		Greater than 4,000	\$16.92
1 Inch	\$42.78	0-10,000	\$8.46
		Greater than 10,000	\$16.92
1 – ¼ Inch	\$51.33	0-12,000	\$8.46
		Greater than 12,000	\$16.92
1 – ½ Inch	\$85.55	0-20,000	\$8.46
		Greater than 20,000	\$16.92
2 Inch	\$136.88	0-32,000	\$8.46
		Greater than 32,000	\$16.92
2 – ½ Inch	\$205.32	0-48,000	\$8.46
		Greater than 48,000	\$16.92
3 Inch	\$273.76	0-64,000	\$8.46
		Greater than 64,000	\$16.92
4 Inch	\$427.75	0-100,000	\$8.46
		Greater than 100,000	\$16.92
6 Inch	\$855.50	0-200,000	\$8.46
		Greater than 200,000	\$16.92
8 Inch	\$1,368.80	0-320,000	\$8.46
		Greater than 320,000	\$16.92

City of Dunnellon Rate Study

Recommendations

- **Annual Cost-of-living Adjustments**
 - **Prudent utility practice to sync water and wastewater rates with annual cost-of-living adjustments for the utility to keep pace with incremental costs into your rate ordinance**
 - **Annual Adjustment Based on Verifiable Index**
 - **Engineering News Record (ENR) Construction Consumer Index**
 - **Florida Public Service Commission 2016 Price Index**
 - **United States Department of Labor Consumer Price Index (CPI)**

City of Dunnellon Rate Study Recommendations

- 1. Recommendation** – In the future it may be prudent to hire a consulting firm to provide a detailed rate study.
- 2. Recommendation** – revisit the revenue/expense predictions, current financial position and, other indicators during the annual budget approval process, adjusting the rates as needed.

City of Dunnellon Rate Study

Recommendations

3. Recommendation - Seasonal customers should pay base rate whether service is active or not.

4. Recommendation – the utility should review its financial position annually in order to assess the actual level of future rate adjustments that may be necessary.

Florida Rural Water Association



2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Dunnellon**

Contact: **Jan Smith**

Address: **20750 River Drive
Dunnellon Florida 34431**

Date: **30-Aug-16**

Connections: **3,439**

Population: **6,652**

PWS:

Data from FY: **Budget fiscal 2016-2017**

Cells highlighted yellow are formulas

Water Pumped (gallons / year)		279,606,060 gal
Water Sold (gallons / year)		148,887,140 gal
Water Loss (gallons / year)		130,718,920 gal
Percent Water Loss	<i>A Water Audit is Recommended</i>	46.8%

ANNUAL WATER REVENUES

34331	WATER UTILITY INCOME	\$	1,269,474.00
34333	NSF/CONNECT FEES	\$	17,245.00
34334	SERVICE CHARGE	\$	650.00
34336	PENALTY REVENUE	\$	7,839.00
34337	USER FEES TAP CHARGE	\$	2,742.00
34337	JF USER/TAP CHARGES	\$	-
34338	CONNECT FEES (removed going to capitol)	\$	-
34356	WATER DEPARTMENT INSPECTION	\$	110.00
36155	INT-CIA	\$	1,735.00
		\$	-
		\$	-
Total Annual Income		\$	1,299,795.00

ANNUAL WATER EXPENSES

10110	EXECUTIVE SALARIES	\$	29,500.00
10120	REGULAR SALARIES	\$	158,656.00
10121	LONGEVITY BONUS	\$	1,013.00
10122	SICK TIME	\$	-
10124	DUTY PAGERS PER-DIEM	\$	1,025.00
10126	VACATION TIME	\$	-
10135	SAFETY INCENTIVE PAY	\$	-
10140	OVERTIME	\$	24,000.00
10210	FICA	\$	13,217.00
10212	MEDICARE	\$	3,092.00
10220	FRS RETIREMENT	\$	2,038.00
10221	FL. LEAGUE RETIREMENT	\$	14,060.00
10230	LIFE & HEALTH	\$	37,134.00
10240	WORKER'S COMPENSATION	\$	5,060.00
10250	UNEMPLOYMENT COMPENSATION	\$	2,500.00
30310	PROFFESIONAL SVCS	\$	1,000.00
30310	G1436 PROFFESIONAL SVCS	\$	-
30320	ACCOUNTING AND AUDITING	\$	11,333.00
30340	CONTRACTUAL SERVICES	\$	20,494.00
30342	LEGAL SERVICES	\$	5,000.00
30400	TRAVEL, LODGING, MILEAGE	\$	100.00
30410	TELEPHONE, LANDLINES	\$	2,271.00
30412	LONG DISTANCE, CELL, NET	\$	1,544.00
30420	POSTAGE	\$	8,000.00
30430	ELECTRICITY	\$	35,857.00
30440	RENTALS/LEASES	\$	505.00
30450	INSURANCE (GENERAL)	\$	12,117.00
30460	REP/MNT BLDG & EQPT	\$	61,615.00
30470	PRINTING & BINDING	\$	6,566.00
30490	OTHER CHARGES	\$	26,260.00
30491	ADVERTISEMENTS	\$	300.00
30492	BAD DEBT EXPENSE	\$	1,900.00
30493	PENALTY BAD DEBT	\$	500.00
30510	OFFICE SUPPLIES	\$	500.00
30520	OPERATING SUPPLIES	\$	48,061.00
30523	JANITORIAL SUPPLIES	\$	300.00
30530	ROAD MAT & SUPPLIES	\$	3,500.00
30540	EDUC, REG CLASSES, MEMBS	\$	1,570.00
30560	REPAIR/MAINTENACE VEHICLES	\$	16,500.00
30570	UNIFORMS	\$	1,641.00
30580	GAS AND OIL	\$	8,000.00
90901	CLERK ADMIN EXPENSE (Gf funding admin)	\$	-
90902	FINANCE ADMIN EXPENSE	\$	-
90904	EXECUTIVE ADMIN EXPENSE	\$	-
90905	IT ADMIN EXPENSE	\$	-
90906?	Transfer to emergency rese	\$	-
Total Annual Expenses		\$	537,229.00

TOTAL WATER OPERATING EXPENSES

Total Operating Expenses		\$	537,229.00
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DEBT PAYMENT / SYSTEM RESERVES

70710	2013 DEBT SERVICE PRICIPLE	\$	123,717.00
70710	L2011 DEBT SERVICE PRINCIPLE	\$	246,400.00
70720	2013 DEBT SERVICE INTEREST	\$	91,206.00
70720	L2011 DEBT SERVICE INTEREST	\$	59,778.00
Bond proceeds reserve (capitol)		\$	35,553.00
Capiitol Replacement Reserve		\$	35,553.00
Emergency Reserve		\$	144,362.00
		\$	-
Depreciation		\$	-
Total Debt Payment and System Funded Reserves		\$	736,569.00
TOTAL ANNUAL EXPENSES		\$	1,273,798.00

58136

WATER SYSTEM SUMMARY

Number of WATER Connections	Avg Usage/Month	ERCs			
No. Residential Connections	4,750 gpmo	3,355		3,443	
No. Multi-Family Connections	4,250 gpmo	0		0	
No. Commercial Connections (small)	3,500 gpmo	376		376	
No. Commercial Connections (large)	19,785 gpmo	33.32		8	
No. Institutional Connections (schools, hospitals, etc.)	42,791 gpmo	0.00		0	
Other Connections (describe)		0		0	
Total ERCs		3,764	Total Conn	3,739	ERC Calcs
Average Usage per User per Month (1000 gallons)				3.604	3.296
Total Cost per 1000 gallons pumped				\$1.92	\$1.92
Total Cost per 1000 gallons SOLD				\$3.61	\$3.61
Average Monthly Cost (per customer)				\$30.83	\$28.20
Average income generated in one year per customer				\$369.97	\$338.39
Income Generated			\$	1,299,795.00	\$1,299,795.00
Income Needed (Expense and Replacement)			\$	1,273,798.00	\$1,273,798.00

Minimum Bill Calculation

Debt payment per customer per month (principal + interest / total number of customers / 12) + cost per thousand included in the minimum.		2.04%
Debt Expenses / Repair and Replacement / Reserves	\$ 736,569.00	\$ 736,569.00
Total Number of Customers	3443	3,764
Minimum bill per customer before any water use	\$ 17.83	\$ 16.31

\$ 25,997.00

Projected Income:

Minimum usage cost + (cost per 1000 gallons x average usage per user per month) 12 months x number of users.		
Minimum usage cost per customer per month	\$ 17.19	\$ 16.31
Number of Users	3,443	3,764
Average Usage per User per Month (1000 gallons)	3.604	3.296
Total Projected Income	\$1,247,451.04	\$1,273,798.00

(Projected income from rate increase + miscellaneous + interest income + refunds + other incomes)

Income Lost to Unaccounted for Water

\$251,160.49



Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member: **City of Dunnellon**

Contact: **Jan Smith**

Address: **20750 River Drive**

Dunnellon Florida 34431

Date: **30-Aug-16**

Connections: **2,496**

Population: **6,652**

GMS:

Data from FY: **Budget Fiscal 2016-2017**

Cells highlighted yellow are formulas

Wastewater Billed in Gallons (gallons / year)		99,315,615
Estimated Inflow and Infiltration (I&I) into collection system	<i>An I&I Study is Recommended</i>	
I&I Treated & Disposed (gallons / year)		0 gal

ANNUAL WASTEWATER REVENUES

34331	WASTEWATER UTILITY INCOME	\$	1,556,316.00
34333	NSF/CONNECT FEES	\$	-
34344	REIMBURSE RV WWTP DECO	\$	6,515.00
34336	PENALTY REVENUE	\$	-
34337	USER FEES TAP CHARGE	\$	5,590.00
34338	CONNECT FEES (removed to capitol)	\$	-
34355	SEWER PENALTY INCOME	\$	21,610.00
36155	INT-CIA	\$	1,142.00
36000	MISC	\$	169.00
Total Annual Income		\$	1,591,342.00
Capacity Fees (needs to go to Restricted Funds for future use)		\$	-

ANNUAL WASTEWATER EXPENSES

10110	EXECUTIVE SALARIES	\$	29,500.00
10120	REGULAR SALARIES	\$	202,286.00
10121	LONGEVITY BONUS	\$	1,462.00
10122	SICK TIME	\$	-
10124	DUTY PAGERS PER-DIEM	\$	1,025.00
10126	VACATION TIME	\$	-
10135	SAFETY INCENTIVE PAY	\$	-
10140	OVERTIME	\$	28,000.00
10210	FICA	\$	16,198.00
10212	MEDICARE	\$	3,789.00
10220	FRS RETIREMENT	\$	2,038.00
10221	FL. LEAGUE RETIREMENT	\$	18,481.00
10230	LIFE & HEALTH	\$	42,610.00
10240	WORKER'S COMPENSATION	\$	6,407.00
10250	UNEMPLOYMENT COMPENSATION	\$	2,500.00
30310	PROFFESIONAL SVCS	\$	11,500.00
3013	PROFFESIONAL SVCS LEGAL	\$	3,000.00
30320	ACCOUNTING AND AUDITING	\$	11,333.00
30340	CONTRACTUAL SERVICES	\$	51,656.00
30342	LEGAL SERVICES	\$	-
30400	TRAVEL, LODGING, MILEAGE	\$	100.00
30410	TELEPHONE, LANDLINES	\$	1,219.00
30412	LONG DISTANCE, CELL, NET	\$	595.00
30420	POSTAGE	\$	8,000.00
30430	ELECTRICITY	\$	115,560.00
30440	RENTALS/LEASES	\$	1,505.00
30450	INSURANCE (GENERAL)	\$	17,997.00
30460	REP/MNT BLDG & EQPT	\$	102,459.00
30470	PRINTING & BINDING	\$	10,200.00
30490	OTHER CHARGES	\$	21,660.00
30491	ADVERTISEMENTS	\$	300.00
30492	BAD DEBT EXPENSE	\$	1,500.00
30493	PENALTY BAD DEBT	\$	-
30510	OFFICE SUPPLIES	\$	1,100.00
30520	OPERATING SUPPLIES	\$	37,240.00
30523	JANITORIAL SUPPLIES	\$	400.00
30530	ROAD MAT & SUPPLIES	\$	2,800.00
30540	EDUC, REG CLASSES, MEMBS	\$	1,845.00
30560	REPAIR/MAINTENACE VEHICLES	\$	13,600.00
30570	UNIFORMS	\$	574.00
30580	GAS AND OIL	\$	7,758.00
30590	DUMP FEES - SLUDGE	\$	103,516.00
30591	DUMP - FEES OTHERWISE	\$	1,000.00
60620	CAPITOL BUILDINGS	\$	-
60630	CAP IMPROVEMENT NOT BUILDINGS	\$	-
60630	G1436 IMPROV - NOT BLDG	\$	-
60640	CAPITOL MACH & EQUIP	\$	-
90901	CLERK ADMIN EXPENSE (GF funding)	\$	-
90902	FINANCE ADMIN EXPENSE	\$	-
90904	EXECUTIVE ADMIN EXPENSE	\$	-
90905	IT ADMIN EXPENSE	\$	-
		\$	-
	Total Annual Expenses	\$	528,417.00

DEBT PAYMENT / SYSTEM RESERVES

70710	2010A DEBT SERVICE PRINCIPLE	\$ 23,042.00	\$ 21,554.90
70710	2013 DEBT SERVICE PRINCIPLE	\$ 163,997.00	\$ 153,418.00
70710	2016 DEBT SERVICE PRINCIPLE	\$ 193,600.00	\$ 116,600.00
70720	2010A DEBT SERVICE INTEREST	\$ 14,560.00	\$ 15,745.36
70720	2013 DEBT SERVICE INTEREST	\$ 120,901.00	\$ 131,264.02
70720	2016 DEBT SERVICE INTEREST	\$ 46,968.00	\$ 67,189.32
Bond proceeds reserve (capitol)		\$ 35,553.00	
Capiitol Replacement Reserve		\$ 35,553.00	
Emergency Reserve		\$ 93,064.00	
		\$ -	
Depreciation		\$ -	\$ 817,889.00
Total Debt Payment and System Funded Reserves		\$ 727,238.00	
TOTAL ANNUAL EXPENSES		\$ 1,255,655.00	

WASTEWATER SYSTEM SUMMARY

Number of Wastewater Connections	Avg Usage/Month	ERCs		
No. Residential Connections	4,750 gpmo	2,250		2,250
No. Multi-Family Connections	4,250 gpmo	0		0
No. Commercial Connections (small)	3,500 gpmo	236		236
No. Commercial Connections (large)	19,785 gpmo	41.65		10
No. Institutional Connections (schools, hospitals, etc.)	42,791 gpmo	0.00		0
Other Connections (describe)	outside city	0		0
	Total ERCs	2,528	Total Conn	2,496
Average Usage per User per Month (1000 gallons)				3.316
Total Cost per 1000 gallons TREATED				\$5.32
Average Monthly Cost (per customer)				\$41.92
Average income generated in one year per customer				\$503.07
			Income Generated	\$ 1,591,342.00
			Income Needed (Expense and Replacement)	\$ 1,255,655.00

ERC Calcs

3.274
\$5.32
\$41.40
\$496.77

\$ 1,591,342.00
\$ 1,255,655.00

Minimum Bill Calculation

Debt payment per customer per month (principal + interest / total number of customers / 12) + cost per thousand included in the minimum.		26.73%
Debt Expenses / Repair and Replacement / Reserves	\$ 727,238.00	\$ 727,238.00
Total Number of Customers	2496	2,528
Minimum bill per customer before any Wastewater use	\$ 24.28	\$ 23.98

\$ 335,687.00

City of Dunnellon Rate Study

- Questions?



FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE WEST • TALLAHASSEE, FL 32309-6885
Telephone: 850-668-2746 ~ Fax: 850-893-4581

September 15, 2016

City of Dunnellon
Utility Advisory Board
20750 River Drive
Dunnellon, Florida 34431

Re: **Rate Study Findings and Recommendations**

Florida Rural Water Association is pleased to provide this rate study and recommendations to the City of Dunnellon as a free membership benefit and through USDA Rural Development support. FRWA is dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water and wastewater services, while protecting natural systems.

You should be congratulated for your water and wastewater system and operations staff. With unfunded mandates continuing to roll down from state and federal governments along with the aging of pipes, pumps and plants, you have risen to the challenge and continue to operate the system providing safe drinking water and consistent sewer services. To make a very difficult job, more difficult, revenues have lagged behind expenses. Utility operators have done more with less each year, as measured in real dollars. They have shouldered the responsibility of running the system in a responsible manner and in compliance with state rules and regulations.

Executive Summary. Water and wastewater revenues (rates) are adequate to meet the projected expenditure requirements for the utilities' water system. This is using a reserve fund for emergencies and future repair and replacement needs. If a truly funded depreciation schedule was utilized a 2.41% increase of water base rates would be needed. If wastewater was funded for depreciation a 23.25% increase in base rates would be needed.

1. **Finding** – No increase in water or wastewater system revenues (rates) is needed at this time to maintain status quo. However to fully fund reserves to meet future repair and replacement a full asset management study should be performed on the utility. This study would put a future cost and life span to each system component. A true depreciation schedule based on the utilities components.

BOARD of DIRECTORS

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Tallahassee



EMAIL
frwa@frwa.net

WEBSITE
www.frwa.net

Recommendation – include annual cost-of-living adjustments for the utility to keep pace with incremental costs into your rate ordinance – make this adjustment automatic based on a verifiable index. Use either the Engineering News Record (ENR) Construction Consumer Index¹ or the Florida Public Service Commission 2016 Price Index.²

1. **Recommendation** – In the future it may be prudent to hire a consulting firm to provide a detailed rate study.
2. **Recommendation** – revisit the revenue/expense predictions, current financial position and, other indicators during the annual budget approval process, adjusting the rates as needed.
3. **Recommendation** - Seasonal customers should pay base rate whether service is active or not.
4. **Recommendation** – the utility should review its financial position annually in order to assess the actual level of future rate adjustments necessary.
5. **Cost Savings.** Rate consultants charge anywhere from \$15,000 to \$50,000 for this type of report, and by using FRWA you have been prudent with ratepayer money. Consultant reports are much thicker in part to justify the fees, explain the results, and build a case for additional services, which means more consulting fees.

Accuracy of Revenue Predictions. We have relied upon such information to be accurate. Projected revenue precision is limited by the accuracy of the financial information provided – good information “in” equals good information “out”, and *vice versa*. Should you find that these recommended rates are not in-line with your needs, we suggest that you go back carefully review and update your financial records. We are always happy to return, revisit your rates, and adjust the analyses as necessary, please call me anytime.

Rate Study Objectives. Ideally utility rate setting should meet a number of goals and objectives. *The single most important goal of the study is to develop proposed utility rates that meet the projected expenditure requirements of the utility system in order to maintain sound financial operations and to fund the anticipated capital needs of the system.* The other goals and objectives considered in the study include the following:

- ✓ Proposed rates should be equitable among customer classes;
- ✓ Proposed rates should minimize “rate shock” to customers if possible;
- ✓ Proposed rates should promote the conservation of utility resources; and
- ✓ Proposed rates should maintain adequate reserves for emergencies and unforeseen capital.

¹ Engineering News Record (ENR) Construction Consumer Index is found at <http://enr.construction.com/economics/FAQ.asp>

² Florida Public Service Commission 2016 Price Index is found at <http://www.psc.state.fl.us/utilities/waterwastewater/>, click on “Price Index and Pass Through Application for Water and Wastewater Utilities”.

Current Rate Structure

Water

Section 1: Monthly water rates and charges shall be the aggregate of the following:

A. Individually Metered Residential Customers:

METER SIZE	MONTHLY AVAILABILITY CHARGE	MONTHLY GALLONS	USAGE RATE (PER THOUSAND GAL)
3/4 Inch	\$17.40	0-4,000	\$2.27
		4,001-10,000	\$4.54
		10,001-20,000	\$6.59
		20,001-30,000	\$9.22
		Greater than 30,000	\$12.91
1 Inch	\$43.50	0-10,000	\$2.27
		10,001-25,000	\$4.54
		25,001-50,000	\$6.59
		50,001-75,000	\$9.22
		Greater than 75,000	\$12.91
1 – ¼ Inch	\$52.20	0-12,000	\$2.27
		12,001-30,000	\$4.54
		30,001-60,000	\$6.59
		60,001-90,000	\$9.22
		Greater than 90,000	\$12.91
1 – ½ Inch	\$87.00	0-20,000	\$2.27
		20,001-50,000	\$4.54
		50,001-100,000	\$6.59
		100,001-150,000	\$9.22
		Greater than 150,000	\$12.91
2 Inch	\$139.20	0-32,000	\$2.27
		32,001-80,000	\$4.54
		80,001-160,000	\$6.59
		160,001-240,000	\$9.22
		Greater than 240,000	\$12.91
2 – ½ Inch	\$208.80	0-48,000	\$2.27
		48,001-120,000	\$4.54
		120,001-240,000	\$6.59
		240,001-360,000	\$9.22
		Greater than 360,000	\$12.91
3 Inch	\$278.40	0-64,000	\$2.27
		64,001-160,000	\$4.54
		160,001-320,000	\$6.59
		320,001-480,000	\$9.22
		Greater than 480,000	\$12.91
4 Inch	\$435.00	0-100,000	\$2.27
		100,001-250,000	\$4.54
		250,001-500,000	\$6.59
		500,001-750,000	\$9.22
		Greater than 750,000	\$12.91
6 Inch	\$870.00	0-200,000	\$2.27
		200,001-500,000	\$4.54
		500,001-1,000,000	\$6.59
		1,000,001-1,500,000	\$9.22
		Greater than 1,500,000	\$12.91
8 Inch	\$1,392.00	0-320,000	\$2.27
		320,001-800,000	\$4.54
		800,001-1,600,000	\$6.59
		1,600,001-2,400,000	\$9.22
		Greater than 2,400,000	\$12.91

Section 1: Monthly sewer rates and charges shall be the aggregate of the following:

A. Individually Metered Residential Customers:

METER SIZE	MONTHLY AVAILABILITY CHARGE	MONTHLY GALLONS	USAGE RATE (PER THOUSAND GAL)
3/4 Inch	\$17.11	0-4,000	\$8.46
		Greater than 4,000	\$16.92
1 Inch	\$42.78	0-10,000	\$8.46
		Greater than 10,000	\$16.92
1 – ¼ Inch	\$51.33	0-12,000	\$8.46
		Greater than 12,000	\$16.92
1 – ½ Inch	\$85.55	0-20,000	\$8.46
		Greater than 20,000	\$16.92
2 Inch	\$136.88	0-32,000	\$8.46
		Greater than 32,000	\$16.92
2 – ½ Inch	\$205.32	0-48,000	\$8.46
		Greater than 48,000	\$16.92
3 Inch	\$273.76	0-64,000	\$8.46
		Greater than 64,000	\$16.92
4 Inch	\$427.75	0-100,000	\$8.46
		Greater than 100,000	\$16.92
6 Inch	\$855.50	0-200,000	\$8.46
		Greater than 200,000	\$16.92
8 Inch	\$1,368.80	0-320,000	\$8.46
		Greater than 320,000	\$16.92

The original mission for creation and ownership public water and wastewater utilities include many compelling objectives: (1) health and safety of citizens; (2) protect most vulnerable residents (aged, young, poor health, economically disadvantaged, etc.); (3) ability to return the profit ordinarily collected by a private entity to the customer in the form of lower rates; (4) provide fire protection; (5) tool to expand the tax base; (6) ability to shape, facilitate or control growth; and (7) promotes home rule and self determination.

Rate Study Standards. FRWA uses contemporary industry standards for recommending and establishing utility rates, these include: American Water Works Association (AWWA) Manuals of Practice, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), and Florida Public Service Commission guidelines.

Results of Rate Study. EPA recommends that water and wastewater systems set rates to ensure that there are sufficient revenues in place to support the costs of doing business. The full-cost pricing for rates shall include the costs for operating, maintaining, repairing, rehabilitating and replacing infrastructure.

FRWA recommends an adjusted rate structure that is both fair and equitable to fit your system's needs.

The city uses a water conservation rate structure, known as an increasing block rate. As more water is used by customers the cost per thousand gallons increases. This tiered price-to-consumption ratio promotes conservation, customer responsiveness to usage, and better equity between customers. This is strongly recommended by all five Water Management Districts and will likely be required by the Southwest Florida Water Management District during your next consumptive use permit renewal. In the future Water Management Districts will be paying much more attention to per capita water use. This pricing of water is designed to:

- Reduce water consumption without negative impacts on utility revenues;
- Reward customers for making cost-effective changes in water appliances and behavior through greater savings;
- Target inefficiency in discretionary water uses such as landscape irrigation;
- Delay costly water supply expansion projects; and
- Avoid financial hardships on low-income customers.

We also recommend the new rate schedule be evaluated annually to ensure it supports the current year budget and annual rate adjustments also include the Engineering News Record (ENR) Construction Consumer Index or the Florida Public Service Commission 2016 Price Index.

We have enjoyed serving you and wish your water and wastewater system the best. Please feel free to contact me if you have any further questions at 850-668-2746 ext 163 Tom.Gustafson@frwa or Sterling Carroll at 850-668-2746 ext 118, Sterling.Carroll@frwa.net.

Sincerely,



Tom Gustafson Financial / Management Circuit Rider
Florida Rural Water Association

Copy: Sterling L. Carroll, FRWA State Engineer

FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813
(850) 668-2746

September 15, 2016

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frwa@frwa.net

WEBSITE
www.frwa.net

Mr. Hugh Lochrane
Utility Advisory Board
11924 Bostick Street
Dunnellon Florida, 34432

RE: Operational Analysis

Florida Rural Water is pleased to provide this operational analysis to the City of Dunnellon. The City of Dunnellon Utilities which consists of Rio Vista, Juliette Falls, Rainbow Springs and the City of Dunnellon. The Utility Advisory Board for the city requested Florida Rural Water Association to provide an operational analysis of the water and wastewater operations. Each separate utility was inspected and evaluated for compliance and operational efficiency.

All of the systems were in Florida Department of Environmental Protection compliance at the time of this report.

There are eight employees for the utility department, this includes one certified wastewater operator and two dual certified operators. All employees perform all collection (wastewater) and distribution (water) duties, including meter reading, installation and removal of meters, water treatment plant, wastewater treatment plant, lift stations and building maintenance this includes mechanical repair and mowing/weed eating.

The City of Dunnellon operates 5 different water plants and 4 distribution systems. There are 3443 active connections that the utility is serving.

Each water plant is required to have a licensed operator. The duties of said operator include:

1. Process control and troubleshooting of water facility.
2. Testing of chlorine residual and adjustment of feed rate if needed.
3. Order all needed supplies.
4. Keep daily logs and maintenance records.
5. Maintain lawn and landscaping.
6. Perform all repairs and maintenance on equipment and pumps.
7. Maintain water certification licensing and continuing education units.
8. Prepare all forms and monthly operations reports.
9. Assist collection and distribution crew as needed.
10. Perform water testing at plant and distribution as required by FDEP.
11. Locate water and sewer lines as needed per 811 (Call before you dig)..

Meter reading is performed by all utility personnel, including rereads and turn-ons and turn-offs. The staff performs all distribution repairs including mainline and

service line breaks. Mainline valve exercising as required per FDEP (Florida Department of Environmental Protection) once a year to insure proper operation in case of needing to isolate lines. Restoration of repair sites, which includes driveways, repair of yards and roadways. Besides the 3443 active connections there are many more inactive connections that have to be maintained and repaired.

Active Connections – Water

City of Dunnellon – 1100
Rainbow Spring – 2078
Rio Vista – 212
Juliette Falls – 53

Active Wastewater Connections – 2496

Total Active Connections - 3443

The City of Dunnellon operates 4 different wastewater collection systems containing gravity and force mains, 42 lift stations, 92 grinder pump stations and 3 wastewater treatment facilities.

Each plant requires a certified wastewater operator. The duties include:

1. Process control and troubleshooting of wastewater facility.
2. Lab work, testing and analysis of wastewater.
3. Order all supplies.
4. Keep daily logs and maintenance records.
5. Maintain effluent disposal spray fields (100 plus acres) mowing and care of spray heads.
6. Perform all repairs and maintenance on plant equipment.
7. Maintain wastewater licensing and continuing education units.
8. Prepare all forms and spreadsheets.
9. Assist distribution and collection repairs as needed.
10. Clean and maintain collection ponds.
11. Oversee contractors working on site.
12. Oversee sludge hauling operations.
13. Maintain monitoring well sites.
14. Locate sewer and water lines.

Utility personnel maintain 39 lift stations which include taking daily readings, inspection of pumps and controls. Cleaning lift station wet well and mowing and weed eating site. Repair and maintenance as needed of 92 grinder pump stations at customer homes. Pull and repair pumps and replace floats in lift stations. Repair electrical panels as needed. Fix lateral stoppages cleanout and repair.

The City of Dunnellon employs seven administration staff that oversee finances, billing, work orders and various other duties for the utilities. This includes reporting to the water management district, department of environmental protection and other governmental agencies.

The City of Dunnellon



There are two well sites in the City of Dunnellon. Water Treatment Plant #1 at 12001 River View (secondary well) and Water Treatment Plant #3 (main well). It is required to take meter readings daily and chlorine residuals (making adjustment as needed). Inspection of the operation of the well motors along with required maintenance is performed on regular basis. The generator is required to be operated at least once per month underload per FDEP regulation.



All valves in the distribution system are required to be exercised once a year per the Florida Department of Environmental Protection. This requires cleaning of the valve pit.



Hydrants are typically flushed once per year and operated to insure operation. Records are kept to account for water use.



Dunnellon Wastewater Plant

The largest facility is the city of Dunnellon wastewater treatment plant which is 0.388 MGD and requires a licensed operator to be onsite 6 hours during the week and a visit on both weekend days. There are 17 lift stations as part of the city's wastewater collection system.



Dunnellon Wastewater Plant, holding ponds.

Rainbow Springs Utility



Rainbow Springs Wastewater Plant

The Rainbow Springs wastewater treatment plant is a 0.23 MGD and requires a licensed operator to be onsite at least 30 minutes per day during the week and 1 weekend visit. There are 22 lift stations that pump sewage to Rainbow Springs. The plant demands a lot of attention by the operator. The waste activated sludge and digesters have to be operated manually, forcing the operator to be onsite up to 3-5 hours per day.

Besides the operation of the plant routine maintenance also must be performed. (i.e. spraying down of the plant, greasing equipment, mowing and weed eating).



Aeration Bays Rainbow Springs Wastewater Treatment Plant.



All spray field maintenance is performed by utility personnel. This includes all mowing and repair of pumps and sprinklers.



Surge Tank at Rainbow Springs Wastewater Treatment Plant.



Holding Pond at Rainbow Springs Wastewater Plant



Well Pump with turbine motor at Rainbow Springs.



Repair being made on service line. Utility employees fix and repair line and sewer breaks, which included road or driveway repair along with making sure customers yard is repaired to original condition.

Rio Vista



Rio Vista Water Plant.

The Rio Vista water plant consists of two wells, chlorination, generator and hydro-pneumatic tank. Duties include reading meters and checking chlorine residual daily.



Well Rio Vista



Main Lift Station at Rio Vista.



Juliette Falls Water Treatment Plant.

The water plant is located at 18765 SW 108th Pl. There are two hydro-pneumatic tanks and a automatic start generator. The water plant consists of two wells, Well #5 SW 108th Pl and Well #6 SW 105th Lane Rd.



Chlorination system Juliette Falls.

Juliette Falls Wastewater Treatment Plant is a 0.1 MGD facility

The plant is currently offline and sewage is being hauled out several times a week instead of in operation. A licensed operator has to be onsite at least 30 minutes per day with no weekend visits the way it is currently being operated. The plant does not received enough wastewater flow to keep the biological process alive. When the development has more customers and the facility is online, when flows reach greater than 0.026 MGD, a licensed operator would be required to be onsite 6 hours per day, 7 days per week.

All facilities were found to be in good shape and well maintained. The city staff is taking care all operation and maintenance, mowing and weed eating not only the plant grounds but also effluent spray fields.



Wastewater Plant, Juliette Falls



Wastewater Plant, Juliette Falls



Percolation Ponds, Juliette Falls



Juliette Falls Generator



Lift Station, Juliette Falls

Summation:

All plants water and wastewater were found to be in compliance and good working order. Staffing is at a minimal level to maintain the utility facilities. The staff has to prioritize the workload, which in turn takes away from proactive maintenance. Sometimes less important items are needed to be pushed back to do more important work (i.e. mowing the grass, painting of hydrants).

In our review of the utility it was observed that preventative maintenance needed to be performed. This included painting of piping and hydrants, location and marking of infrastructure (i.e. valve, manholes etc.). This could be due to lack of staffing. At no times was it observed that staff was not busy.

Similar Size Utility Staffing:

1. Dade City – 3 dual certified operators, 7 distribution and collection personnel. 4,700
2. City of Wildwood – 3 water operators, 6 wastewater operators, 7 distribution and collection personnel. 3,667 connections
3. City of Groveland – 6 operators, 11 distribution and collection personnel. 3,498 connections.
4. City of Brooksville – 3 water certified operators, 5 wastewater operators, and 10 field personnel. 5,500 connections
5. Crystal River – 3 certified operators, 7 field personnel water and wastewater. 3,000 connections

Staffing at other systems varies due to number of plants and complexity of treatment. Many of the above utilities had only one wastewater plant and one water plant.

Please do not hesitate to contact us if there any questions regarding this report.

Tom Gustafson
FRWA Financial / Management Circuit Rider

Jamie Hope
FRWA Wastewater Technician

From: Dawn Bowne
To: ["sbsdunnellon@bellsouth.net"](mailto:sbsdunnellon@bellsouth.net); ["vlumapas@att.net"](mailto:vlumapas@att.net)
Subject: Property Owner Notice/Variance 2016-04, PZ1516-072
Date: Friday, September 09, 2016 12:32:00 PM
Attachments: [PZ1516_072_Property Owner Notice_Variance.pdf](#)

Please see attached.

Dawn M. Bowne

Dawn M. Bowne
City Clerk/Interim City Manager
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500 ext 1002
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

US Mail and Emailed
09-23-2016

NOTICE OF QUASI-JUDICIAL HEARING #PZ1516-072 FOR VARIANCES #VAR2016-04

Virmane, LLC
P.O. Box 2540
Dunnellon, FL 34431

Dear Property Owner:

The Dunnellon City Council will hold a quasi-judicial hearing regarding variance #VAR2015-01 Landscape Buffer Section 74-108(4)b, application #PZ1516-072 by Virmane, LLC, 20056 E. Pennsylvania Avenue, Block G, Lots 4,5,6 Rainbow River Acres, Parcel Number 3383-007-004. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Monday, October 10, 2016, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you. **Please be advised that your failure to appear at this public hearing will likely result in your application being denied.**

The application, filed as number PZ1516-072, by Virmane, LLC, together with any back-up materials, including the proposed development orders, 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 public hearing on your application. Interested parties may appear at the meetings and be heard with respect to the requested site plan review. Please be advised that all oral and written communications prior to the hearing concerning the case between any member of the City Council and the applicant or the public are strongly discouraged under Florida law.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact Dawn Bowne, City Clerk at (352) 465-8500 at least 48 hours prior to the date of the scheduled hearing.

Sincerely,


Dawn M. Bowne, M.M.C.
City Clerk/Interim City Manager



CITY OF DUNNELLO

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

US Mail and Emailed
09-23-2016

NOTICE OF QUASI-JUDICIAL HEARING #PZ1516-072 FOR VARIANCES #VAR2016-04

Dear Property Owner:

The Dunnellon City Council will hold a quasi-judicial hearing regarding variance #VAR2015-04 Landscape Buffer, Section 74-108(4)b, application #PZ1516-072 by Virmane, LLC, 20056 E. Pennsylvania Avenue, Block G, Lots 4,5,6 Rainbow River Acres, Parcel Number 3383-007-004. The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Monday, October 10, 2016, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, this public hearing may be continued to a time and date certain by announcement at the scheduled hearing without any further written notice to you. You are receiving this notice because you own property within 300 feet of the subject property.

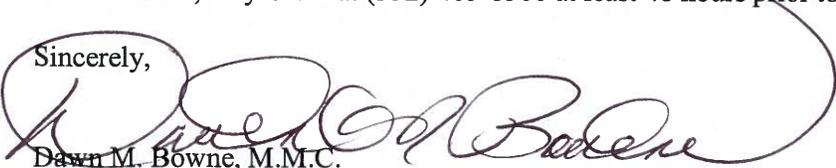
The application, filed as number PZ1516-072, by Virmane, LLC, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

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

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact Dawn Bowne, City Clerk at (352) 465-8500 at least 48 hours prior to the date of the scheduled hearing.

Sincerely,


Dawn M. Bowne, M.M.C.

City Clerk/Interim City Manager



Meeting Date: October 10, 2016

From (Dept): Community Dev

Signature: *R. Hill*
Department Director

Approved for
Agenda: *omb*
City Manager

Official Use Only

Reviewed by
City Attorney: _____

Council Action: _____

Date: _____

SUBJECT: Consideration of one Development Order for Virmane LLC. Application PZ1516-072 for Consideration of a Variance VAR2016-04 for reducing number of trees in the landscape buffer.

Request For Approval:

SUMMARY EXPLANATION & BACKGROUND:

The following Development Order will need to be considered: DOR2016-03

FISCAL INFORMATION:

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Staff and Planning Commission recommend Approval

Initiated by: LS/tm



CITY OF DUNNELLO STAFF REPORT

APPLICATION INFORMATION

DATE OF HEARING: Oct 10, 2016

REQUEST FOR APPROVAL OF: Variance from Landscape buffer plantings requirement

PUBLIC HEARING: Quasi-Judicial

PROJECT NAME: Virmane Professional Offices

PROJECT NUMBER: PZ1516-072 / VAR 2016-04

PROJECT REPRESENTATIVE(S):
Applicant: Virmane LLC
Property Owner: Virmane LLC Viviene/Neal Lumapas

PROPERTY LOCATION:
Project Address(es): 20056 E. Pennsylvania Ave
Dunnellon, FL 34432
Parcel ID Number(s): 3383-007-004

PARCEL SIZE: 0.72 Acres

EXISTING FUTURE LAND USE MAP: Traditional Neighborhood

EXISTING ZONING: NBR Neighborhood Business Residential

EXISTING USE: Professional Offices (under construction)

STAFF EVALUATION AND FINDINGS

1. REQUEST:

The Applicant seeks a variance from CHAPTER 74 Sec.74-108(4)(b) Within each 100 linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this article: three canopy trees and five understory trees along the property boundaries, together with a minimum three-gallon shrubbery or hedge to provide a continuous visual screen along all streets.

2. REVIEW REQUIREMENTS:

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

- a. The commission may recommend to the city council approval of a request for a variance from the terms of the relevant ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of the ordinance would result in unnecessary and undue hardship. Hardship means an unreasonable burden that is unique to a parcel of property, such as peculiar physical characteristics. Economic problems may be considered but may not be the sole basis for finding the existence of a hardship.
- b. In order to recommend a variance from the terms of the relevant ordinance, the commission must find that:
 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
 2. The special conditions and circumstances do not result from the actions of the applicant.
 3. Granting the variance requested will not confer on the applicant any special privilege that is denied by ordinance to other lands, buildings, or structures in the same zoning district.
 4. Literal interpretation of the provisions of the ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the applicant.
 5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
 6. The grant of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

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

3. BACKGROUND:

The subject property is a professional office that is currently under construction. During the Site plan review a Landscape plan was submitted for approval. During that approval process, a Variance for the required landscape buffer width was granted.

As the building progressed, it was thought that the amounts of landscaping required and shown on the Landscape plan would be too dense to be practical, inhibit survivability of the plantings, and interfere with existing Utilities and sidewalks.

The Applicant has now applied for a Variance for the Landscape plan that will reduced the required amount of plantings and also the sizes and types. The Applicant is requesting that the Variance allow three Canopy trees and twenty five understory trees instead of the original nineteen Canopy and seventeen understory trees. The required hedge would not be altered.

The Landscape Architect has performed an analysis of the site and has concluded that the following are areas of concern with the existing Landscape Plan:

- 1) Only 10ft spacing of trees along E Pennsylvania Ave
- 2) Possible water main and sidewalk interference as Canopy trees mature
- 3) Possible Canopy tree root interference with underground electric on West border
- 4) Use of smaller caliper plantings to aid in successful transplant and ease of finding specimens

4. COMPREHENSIVE PLAN:

Compatibility:

The subject property is located in the land use designation of Traditional Neighborhood. The Zoning district is NBR and is one of the permitted classifications in this land use category. The nature and type of landscaping is not considered inconsistent with the comp plan.

5. REVIEW OF APPLICATION:

Relevant Sections of the Code

- *Land Use and Development Code, Appendix A, Article IX Section 9.3-1(a)1*
 - a. All commercial development, regardless of size, shall comply with the following design standards.
 1. *Landscape buffers shall be provided for all commercial uses in compliance with section 74-108. Buffers for all commercial uses in zoning districts other than B-3 and B-4 shall meet the requirements of the B-4 zoning district.*

- *Land Use and Development Code, Chapter 74, Article IV, Section 74-108*

(1) *Location and design.* Buffers shall be provided on the outer perimeter of a lot or parcel, in accordance with the requirements and standards contained in this article.

(4) *Buffers in B-4 zoning district*

a. *Required Width.* A minimum average width of 25 feet is required

b. *Required landscaping.* Within each 100 linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this article: three canopy trees and five understory trees along the property boundaries, together with a minimum three-gallon shrubbery or hedge to provide a continuous visual screen along all streets.

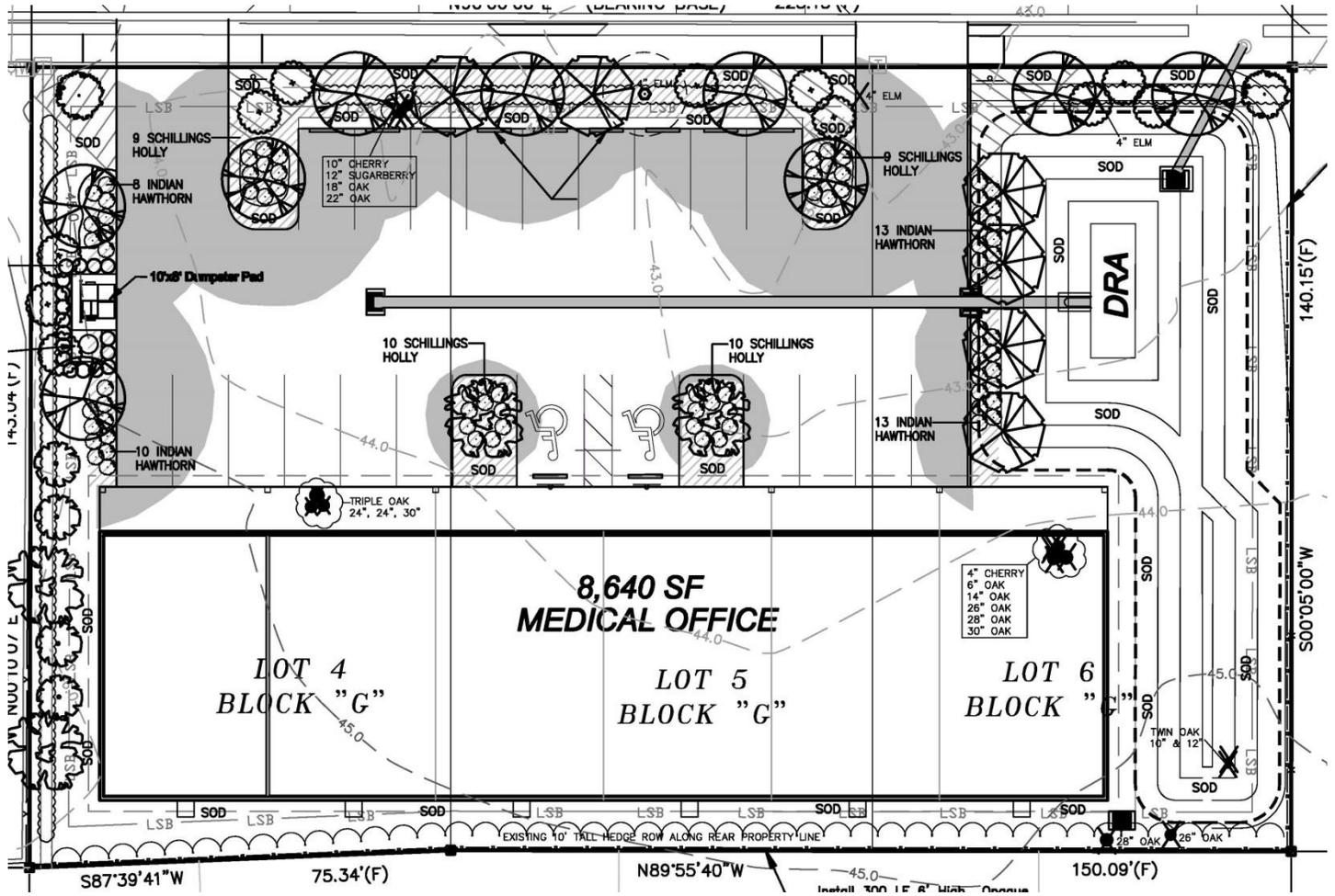
- *Land Use and Development Code, Chapter 74, Section 74-63 (e)*

Tree removal permit requirements and procedures

(e) A tree restoration fund shall be established and maintained by the City of Dunnellon. The purpose of the tree restoration fund is to support planting and replacing trees throughout the city. Where protected trees are removed and cannot be relocated or replaced on the development lot or parcel, a property owner shall pay a fee-in-lieu of replacement. Such fees will be deposited to the tree restoration fund. The applicable fees shall be adopted by resolution of the city council. The payment of a fee-in-lieu of replacement may be authorized by the city planning director or designee. Payments given credit as a replacement alternative are costs in addition to other city development and impact fees and are not creditable against these fees. The purpose of the replacement alternate system is to allow the owner/applicant to select an alternative that will best benefit the project, the surrounding area, and the citizens and visitors of the City of Dunnellon. The system permits payment into the tree bank, in lieu of tree replacement for the replacement shortfall. Prior to requesting approval of an alternative to tree replacement, the landscape design shall meet the following requirements, and be able to demonstrate as such:

- (1) Tree placement on the site shall be maximized to the greatest extent possible;
- (2) The size of the trees provided exceeds the minimum requirements; and
- (3) All possible modifications to the site design have been made to preserve the greatest amount of trees. Waivers shall not be granted to avoid or reduce payment to the replacement requirements.

Landscape Plan (original)



LEGEND			
	SHUMARD OAK (canopy tree)		CRAPE MYRTLE (understory tree)
	RED MAPLE (canopy tree)		YAUAPON HOLLY (understory tree)
	SWEETBAY MAGNOLIA (canopy tree)		WINGED ELM (understory tree)
			PROPOSED HEDGE (type as labeled)
			PROPOSED SHRUBS (type as labeled)
			EXISTING TREE TO REMAIN
			EXISTING TREE TO REMOVE
			PROPOSED TREE SHADE COVERAGE IN PARKING AREAS
			REQUIRED PARKING LOT LANDSCAPE AREAS

6. FINDINGS OF FACT

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

Response: A special condition exists due to a prior Variance that allows a smaller landscape buffer width. The smaller width results in higher density plantings.

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

Response: The applicant's actions have not created the density issue due to a smaller landscape buffer width.

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

Response: The applicant will receive no special privileges as a result of granting the requested variances. There will be no change to the building use or function.

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

Response: The subject property's landscape buffers have been constrained by a prior Variance. The installation of all vegetation required by the code could hinder the proper growth of the landscaping and possibly incur greater costs on the owner and city due to infrastructure damage.

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

Response: The variance requested is the minimum, according to a certified landscape architect, to allow the reasonable use of this property. The subject property has been altered to create the least amount of impact to the code requirements.

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

Response: The subject property has relatively little open space due to a large Drainage Retention Area required by the SW Florida Water Management District. The proposed variance will improve the survivability of the landscaping, clear sight triangles as you enter E Pennsylvania Ave, and limit interference of Utilities and City Infrastructure.

7. STAFF RECOMMENDATION:

Staff recommends that Council approve the Planning Commission's recommendation for approval of the requested variance with the conditions that Live Oaks be replaced with Sylvester Hollies or comparable species having 3" caliper and 12' height, and accept the property owner's proposal to contribute \$1,000.00 to the Tree Restoration Fund with Council determination of the amount as appropriate.

RESOLUTION #RES2016-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUNNELLON, FLORIDA, RECOMMENDING THAT THE CITY COUNCIL APPROVE; DISAPPROVE; OR APPROVE WITH CONDITIONS A VARIANCE FROM REQUIREMENTS OF THE DUNNELLON CITY CODE, SECTION 74-108(4)B OF THE CITY OF DUNNELLON CODE AS REQUESTED BY APPLICANT, VIRMANE, LLC, OWNER OF THE PROPERTY LOCATED AT RAINBOW RIVER ACRES, BLK G, LOTS 4, 5, 6 DUNNELLON, FLORIDA; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dunnellon Planning Commission held a quasi-judicial public hearing on September 20, 2016 to consider a request by Virmane, LLC, to approve a variance from the requirements of Section 74-108(4)b of the City of Dunnellon Code, such property being located at Rainbow River Acres, Flor, BLK G, Lots 4, 5, 6 Dunnellon, Florida.

WHEREAS, the Planning Commission does have the authority under Section 94-37(11) of the Code of Ordinances to recommend to the City Council approval, disapproval, or approval with conditions of a variance from the terms of the relevant ordinance as will not be contrary to the public interest, so long as an applicant proves that all of the applicable criteria are met.

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that owing to special conditions, a literal enforcement of the provisions of the Section 5.2.1 of the Zoning Code would result in unnecessary and undue hardship.

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that the special conditions and circumstances do not result from the actions of the Applicant.

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that granting the variance will not confer on the Applicant any special privilege that is denied by ordinance to other lands, buildings, or structures in the same zoning district.

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that literal interpretation of the provisions of the applicable ordinances would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the Applicant.

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that the variance proposed is the minimum variance which makes possible the reasonable use of the land, building, or structure.

MASTER

WHEREAS, the Planning Commission does does not find that the Applicant has has not shown that the granting of the variance will be in harmony with the general intent and purpose of the ordinance and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

WHEREAS, the City of Dunnellon Planning Commission has determined that a recommendation of approval disapproval approval with conditions is consistent with Dunnellon's Comprehensive Plan.

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

A recommendation of approval disapproval approval with conditions in regard to the requested application for a variance requested by Virmane, LLC, for property located at Rainbow River Acres, BLK G, Lots 4, 5, 6 Dunnellon, Florida, subject to the following recommended conditions:

1. Remove Live Oaks; Replace w/ Sylvester Hollies or Comparable w/
2. 3" Caliper + 12' Height; Accept proposal to contribute to
3. Tree Restoration fund in Amount of \$1,000 per Dr. Lumapas with Council making final determination of amount as appropriate.

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

Effective Date. This Resolution shall become effective upon adoption.

Upon motion duly made and carried, the foregoing Resolution was approved on February 16, 2016 by the Planning Commission upon a motion by Commissioner Hilton and seconded by Commissioner Cowan and upon being put to a vote, the result was as follows;

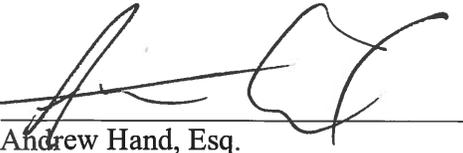
Commissioner Brenda D'Arville	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote
Commissioner Lisa Sheffield	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote
Commissioner Tracy Fero	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote
Commissioner Wilber Vanwyck	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote
Commissioner Paul Cowan	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote
Commissioner Hilton - 1 st Alt	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote
Commissioner VACANT - 2 nd Alt	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Did Not Vote

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

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

This 20th day of September, 2016.

Approved as to Legal Form:

BY: 
Andrew Hand, Esq.
City Attorney

This 20th day of September, 2016.



VAR2016-04
PC RES2016-17 DOR2016-03

Planning 4/10
Council 9/2

City of Dunnellon Planning and Zoning Application

RECEIVED
JUL 26 2016

CITY OF DUNNELLOM
COMMUNITY DEVELOPMENT

Date: 7-25-16

Application No.: PZ1516-072

Applicant Name: Virman LLC
Address: PO Box 2540
Dunnellon, FL 34430

Phone# 352-299-7446
Fax # 352-465-3733
Email Address: v.lumapas@aatt.net

Applicant is: Owner Agent Purchaser Lessee Other

Owner(s) Name: Virman LLC - Neal Lumapas
Address: 2551 SW 35th St
Ocala, FL 34471

Phone # same
Fax # "
Email Address: "

Application Type

- Annexation
- Lot Line Deviation
- Site Plan Review
- Final Plat
- Road/Easement Vacation
- Other:
- Rezoning
- Variance-Residential
- Preliminary Plat Review
- Special Exception Use
- Concurrency Review
- Comprehensive Plan Amendment
- Administrative Appeal
- Variance-Commercial
- Construction Plan Review
- Planned Unit Development

Reason for Request: Variance on landscape buffer - tree plan - see attached detail

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

Property Address: Rainbow River Acres BKK, lots 4, 5, 6 Property Size (acres): 0.72

Parcel ID Number: 3383-007-004

Existing Use of Property: (Under construction)

Existing Zoning: B3 Current/Future Land Use: Traditional Neighborhood

Current number of structures on the property: None

Type of structure(s) on property (house, shed, etc): Medical Prof Bldg under construction

Proposed Use of Property: "

Proposed Zoning: _____ Proposed Land Use: _____

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

PC Mtg 9/20/2016

What utilities currently exist on the site? *New construction*
 Water Sewer Well Septic None

What utilities are proposed to be used?
 Water Sewer Well Septic None

Have any previous applications been filed within the last year in connection with this property?
 Yes No

If yes, please describe and give Application Numbers PN1415-072 / VAR 2015-01

Submittal Requirements: Check Box For Each Item You Are Attaching

All Applications MUST provide the following:

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

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

- Lot Plan
- Survey of the Property
- Diagram

Specific Attachments:

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

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

ADDITIONAL INFORMATION: PLEASE READ

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

Property Owner & Agent Affidavit

Date: 7-26-16

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

- 1 That said authority is the fee-simple owner of the property legally described in this application.
- 2 That said authority desires to:

3 N/A That said authority (property owner) has appointed _____ (agent's name) to act in his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

- A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Dunnellon, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Dunnellon, Florida, and are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of the application.
- 4 That the fees are NON-REFUNDABLE unless the Application is withdrawn in writing within five (5) business days of submittal (not including observed holidays), unless otherwise approved by the City Manager or a majority vote by the City Council.

[Signature]
Property Owner's Signature

Agent's Signature

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

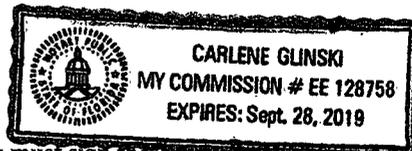
Me on Carlene Glinski (date) by

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

Florida Driver License
as identification.

[Signature]
PUBLIC NOTARY

SEAL:



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

me on _____ (date) by

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

as identification.

PUBLIC NOTARY

SEAL.

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

Marion County Property Appraiser

Villie M. Smith, CFA, ASA

Select Language Powered by Google Translate

HOME Search Previous ParcelNext ParcelTRIM NoticeTRIM SupplementAddress Change FormSales Verification Form
 GO TO [2014](#) [2013](#) [2012](#) PRC

2015

3383-007-004

Prime Key: 806200

[MAP IT](#)

As of 6/15/2015

Property Information

VIRMANE LLC PO BOX 2540 DUNNELON FL 34430	<u>Taxes / Assessments:</u> Map ID: 21 Millage: 3002	<u>M.S.T.U.</u> PC: 00 Acres: 0.72
---	--	--

Values NOT Available

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2014	\$46,530	\$0	\$0	\$46,530	\$46,530	\$0	\$46,530
2013	\$46,530	\$0	\$0	\$46,530	\$46,530	\$0	\$46,530
2012	\$46,530	\$0	\$0	\$46,530	\$46,530	\$0	\$46,530

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
6186/1456	03/15	05 QUIT CL	0	U	V	\$100
5735/1877	09/12	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$80,000
3978/1489	03/05	0 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$115,000
3368/0312	02/03	07 WARRANTY	2 V-SALES VERIFICATION	Q	V	\$25,000
2591/0550	12/98	07 WARRANTY	7 PORTIONUND INT	U	V	\$100

Property Description

SEC 35 TWP 16 RGE 18
 PLAT BOOK F PAGE 027
 RAINBOW RIVER ACRES
 BLK G LOTS 4 5.6

Land Data - Warning: Verify Zoning

Use	Front	Depth	Zoning	C Notes	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
0001	75	141	RBO	ON PENNSYLVANIA	75.00	FF		1.00	0.88	1.00			
0001	75	140	RBO	ON PENNSYLVANIA	75.00	FF		1.00	0.88	1.00			
0001	75	140	RBO	ON PENNSYLVANIA	75.00	FF		1.00	0.88	1.00			

Neighborhood 8101 - LOTS FRONT ON PENNSYLVANIA AVE

Mkt: 1 70



Community Land Design, Inc.
Land Planning & Landscape Architecture

RECEIVED

JUL 26 2016

CITY OF DUNNELLON
COMMUNITY DEVELOPMENT

TO: City of Dunnellon

FROM: Paul Gibbs, Landscape Architect

DATE: July 26, 2016

SUBJECT: Virmane Professional Office Variance Application

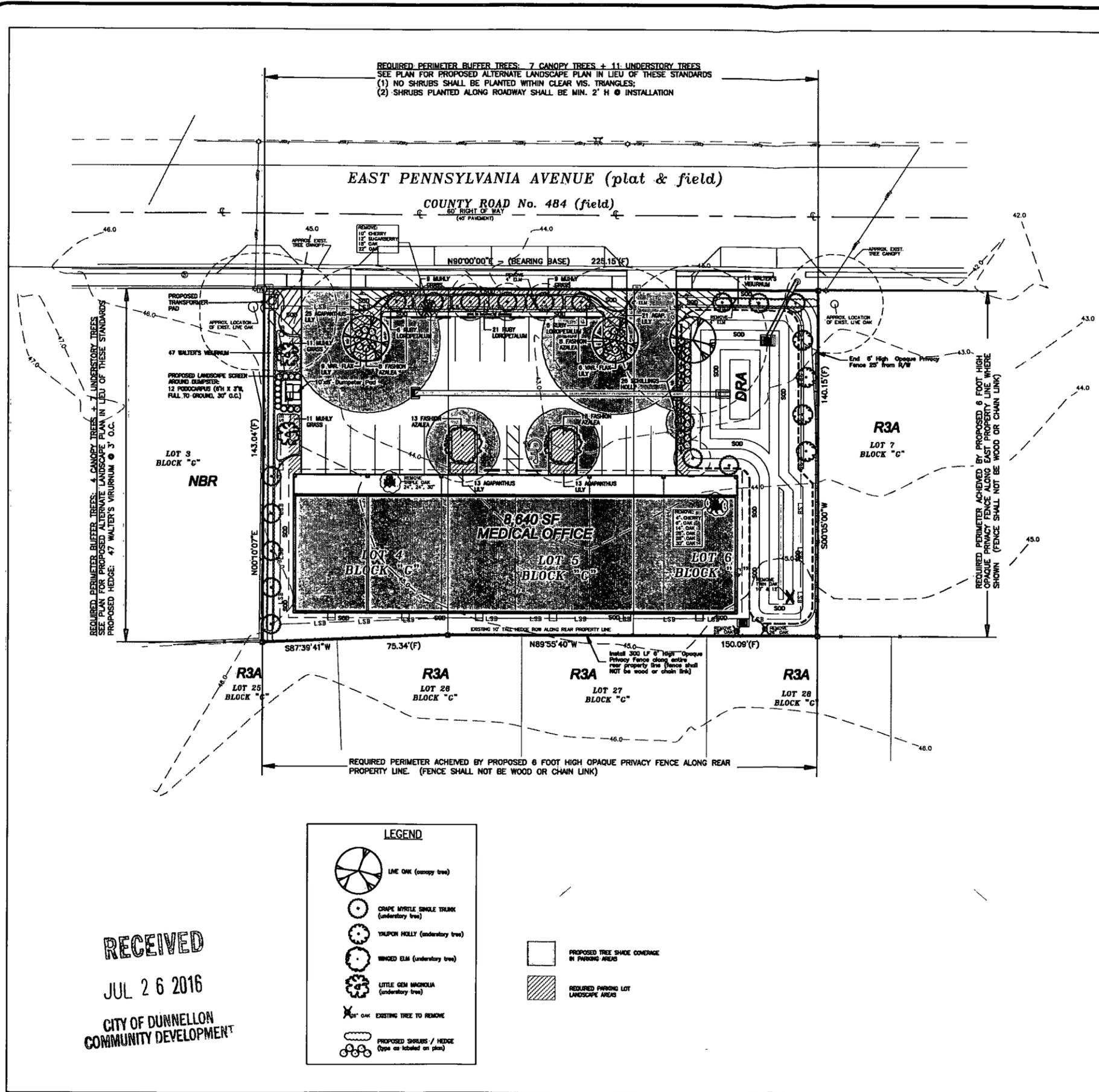
The Virmane Professional Office is currently under construction along East Pennsylvania Avenue (Parcel #3383-007-004). A landscape plan was previously designed and approved as part of the site permitting process. With site and building construction underway, it is evident that there is limited open space available to install the quantity and sizes of trees required by the Land Development Code. In addition, there are potential conflicts with underground utilities and adjacent sidewalks and driveways. As such, the Owner has requested that I redesign the landscape plan that better fits the site conditions while still meeting the intent of the Landscape Code. Below is a summary of purposes for this request as well as a description of the proposed revised landscape plan:

DESCRIPTION OF REQUEST:

1. The landscape buffer along East Pennsylvania Avenue requires 3 canopy trees + 5 understory trees per 100 linear feet of lot frontage. For this site, that equals a required 7 canopy trees + 11 understory trees or 18 total trees. In order to fit this quantity of trees requires that the trees be spaced only 10 feet apart on average considering the two proposed driveways plus the associated clear visibility triangles. This close spacing of trees will not allow the trees to form a well developed shade canopy. A more typical canopy tree spacing, especially when used as a street tree, is 30 to 50 feet depending upon the tree species.
2. Adjacent to the landscape buffer along East Pennsylvania Avenue is an existing city water main located about 1 foot outside of the property line. The installation of large canopy trees in this area can potentially interfere with this water main and the adjacent sidewalk as the canopy trees mature in size.
3. The proposed trees shown on the variance plan along this street frontage are spaced 15 feet apart. Only understory trees are proposed for this landscape buffer strip to minimize potential conflicts and damage to the adjacent water main and sidewalk. 3 larger canopy trees are proposed directly adjacent to this buffer strip at the driveway entrances. These trees are placed where there is more space for the trees to mature and to minimize conflicts with the adjacent water main and sidewalk. In addition to the proposed trees are groups of shrubs to form a continuous hedge as required as part of the buffer standards.

Community Land Design, Inc.
Land Planning & Landscape Architecture

4. A similar landscape buffer is required along the west property boundary. This area also has very limited space in addition to underground electric to serve the building under construction. Along this western boundary on the adjacent developed lot is an existing driveway. Due to these constraints, the variance plan proposes the use of smaller understory trees only along this boundary with a spacing of 15 feet. No canopy trees are proposed for this area to minimize conflicts with the underground electric, the existing driveway on the adjacent lot as well as the building under construction. In addition to the smaller proposed understory trees are shrubs to form a continuous hedge as required as part of the buffer standards.
5. The current approved landscape plan showed a total of 36 proposed trees. The proposed variance plan proposes 28 total trees. 3 of the proposed trees are larger canopy trees. These canopy trees are placed to maximize shading of the parking lot. The remaining proposed trees are understory trees to better fit the constraints of the site.
6. Even with the proposed reduction of the number of canopy trees, the shaded area of the parking lot is calculated at 51.3%, which is a slight increase from the current approved plan having 48.4% shaded area. (20% of the vehicular use area is required to be shaded by tree canopy)
7. On the variance plan, all trees have a proposed minimum installation size that meets the standards of the tree ordinance (2.5" caliper for canopy trees and 1.5" caliper for understory trees). On the previous plan, many of the proposed trees were shown having a 4" DBH trunk to try to meet the tree replacement requirements. It is difficult to locate the variety of proposed trees at this large 4" DBH trunk size. In addition, the planting of trees of this size have a reduced chance of surviving and thriving into a mature tree.
8. In lieu of installing 4" DBH trees for replacement mitigation, the owner desires to pay into the tree restoration fund established by the City to compensate for tree removals. There is not sufficient space on the developed site to accommodate the larger tree sizes for on-site mitigation and replacement.
9. The proposed variance plan shows a total of 28 trees to be planted. For this 0.72 acre site, this is equivalent to 38.9 trees per acre. In the predeveloped condition, the site had 19 existing trees located by survey or an equivalent of 26.3 trees per acre.
10. In summary, the proposed landscape code variance plan provides a plan that reduces conflicts with existing and proposed utilities, the city sidewalk and the driveway on the adjacent lot. In addition, this plan exceeds the vehicular use area shade requirement as well as the tree per acre requirement. The proposed landscape plan variance will provide an attractive, well landscaped site that will fit in well with the adjacent developed area of East Pennsylvania Avenue



LANDSCAPE CODE REQUIREMENTS SUMMARY:

REQUIRED PARKING LOT LANDSCAPE:

All parking lots with 21 or more spaces shall require at least 20% of the vehicular use area to be shaded. Shade canopy or dii shown in the parking area is the average mature canopy spread per each proposed tree type as published by University of Florida IFAS Extension. 4,789 sq. ft. shaded area (solid hatch) shown / 8,354 sq. ft. parking area = 51:3% of the vehicular use area is shown to be shaded. This exceeds the minimum 20% required.

A minimum of 10% of the paved parking area shall be devoted to landscaping. (9,354 sq. ft. parking area x 10% = 935 sq. ft. landscaping required; 2,099 sq. ft. or 22.4% provided - see cross hatched areas on plan)

TREE PRESERVATION AND REPLACEMENT:

EXISTING TREES TO BE REMOVED	EXISTING TREES TO BE PRESERVED
10" Cherry	None
12" Sugarberry	
18" Oak	
22" Oak	
4" Elm X 3	
10"/12" Twin Oak	
4" Cherry	
6" Oak	
14" Oak	
24" Oak X 2	
26" Oak X 2	
28" Oak X 2	
30" Oak X 2	
TOTAL 336 DBH INCHES TO BE REMOVED	None

The tree survey shows 18 existing trees on this project site. 19 trees / 0.72 acres = 26.4 existing trees per acre. 50% of the existing trees shall be protected or replaced per City Code or a payment of a fee-in-lieu of shall be required. Protected trees authorized for removal shall be replaced on a one-inch for one-inch basis. Total DBH inches to be removed (as shown in table) = 336 inches. This plan shows 44 caliper inches to be planted. City to calculate possible fee-in-lieu to meet mitigation requirements as site is too small to accommodate additional tree plantings.

Total tree credits = 0 based upon DBH sizes of existing tree to remain.

Proposed trees shall meet the Standards for Florida #1 or better, as set out in *Grades and Standards for Nursery Plants*, Dept of Agriculture, State of Florida.

Landscape Contractor shall become familiar with additional Standards for Tree Specifications, Tree Installation and Tree Maintenance, as specified in Section 74-66 of the City Code

LANDSCAPE BUFFER REQUIREMENTS:

1. Buffers shall be provided on the outer perimeter of a lot or parcel.
2. Within each 100 linear feet of boundary, three canopy trees and five understory trees plus a continuous hedge (min. 3 gallon shrubs). Shrubs abutting roadways shall be a minimum two feet in height immediately after planting. See plan for proposed alternate landscape plan in lieu of these standards. Tree reductions proposed due to space constraints and nearby underground utilities.
3. See plan for proposed landscape buffers and calculations. The required buffer along the south and east boundaries shall be met by installation of a 6 foot high opaque privacy fence as shown on the plan. Fence shall NOT be wood or chain link.

OTHER REQUIREMENTS:

1. All proposed trees shall be guyed, braced or staked at the time of planting.
2. All landscape areas shall be finished with a 3" layer of organic mulch. Mulch shall not come in contact with woody plant or tree trunks.
3. All proposed turf areas as labeled on the plan shall be of type suitable for site conditions.
4. An automatic irrigation system shall be installed for full coverage on all pervious surfaces. Moisture sensor and/or rain shutoff sensor shall be required.
5. Additional requirements can be found within the City Code.

PROPOSED TREE SCHEDULE			
Quantity	Common Name	Minimum Installed Size	Total Replacement Inches
3	Live Oak Tree	2.5" caliper x 10' high	7
17	Crape Myrtle Tree (single trunk)	1.5" caliper x 6' high minimum (single trunk)	25
4	Yaupon Holly Tree	1.5" caliper x 6' high minimum (single trunk)	6
2	Winged Elm Tree	1.5" caliper x 6' high minimum (single trunk)	3
2	Little Gem Magnolia Tree	1.5" caliper x 6' high minimum (single trunk)	3
			44 TOTAL INCHES PROPOSED FOR REPLACEMENT

PROPOSED SHRUB SCHEDULE		
Quantity	Common Name	Minimum Installed Size
12	Podocarpus	6"Hx3"W Full to Ground
33	Ruby Loropetalum	24" high min., 7 gallon
40	Muhly Grass	24" high min.
26	Schillinge Holly	3 gallon
42	Fashion Azalea	3 gallon
58	Walter's Viburnum	24" high min., 3-7 gallon
72	Agapanthus Lily	3 gallon
15	Variegated Flax Lily	3 gallon

LEGEND

- LINE OAK (canopy tree)
- CRAPE MYRTLE SINGLE TRUNK (understory tree)
- YAUPON HOLLY (understory tree)
- WINGED ELM (understory tree)
- LITTLE GEM MAGNOLIA (understory tree)
- 6" OAK EXISTING TREE TO REMOVE
- PROPOSED SHRUBS / HEDGE (type as labeled on plan)
- PROPOSED TREE SHADE COVERAGE IN PARKING AREAS
- REQUIRED PARKING LOT LANDSCAPE AREAS

RECEIVED
 JUL 26 2016
 CITY OF DUNNELLON
 COMMUNITY DEVELOPMENT



FLORIDA STATE LAW REQUIRES CONTRACTORS TO CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 811 AT LEAST 48 HOURS (TWO FULL BUSINESS DAYS) IN ADVANCE OF DIGGING AND EXCAVATION. THE CONTRACTOR SHALL VERIFY THAT ALL UTILITY OWNERS HAVE MARKED THE PROJECT AREA. IT IS POSSIBLE THAT NOT ALL UTILITIES ARE MEMBERS, REQUIRING DIRECT CONTACT. SEE www.callsunshine.com FOR MORE DETAILED RULES AND REQUIREMENTS.

Community Land Design, Inc.
 Land Development Planning Landscape Architecture
 1773 East Chiefland Street, Miramar, FL 33025
 Phone: 352-637-1742 Email: paul@clandesign.com

VIRMANE PROFESSIONAL OFFICES
 Dunnellon, Florida
LANDSCAPE CODE Variance Plan 07/26/16

REVISIONS:

Date	Description
07/24/16	Remove 2 oak trees along rear property line per City Review Committee
08/26/16	Add privacy fence along rear & east property line in place of landscaping
07/26/16	Modify landscape plan for variance application per owner request

Registered Landscape Architect #1198
 Signature: [Signature]
 Date: 7/26/16
 DRAWN BY: POC
 DATE: 07/15/16
 SCALE: 1" = 20'

SHEET 1 OF 1

TO: Riverland News
FROM: Teresa Malmberg
DATE: August 25, 2016
RE: Legal Notice

Please publish the ad below on Thursday, September 1, 2016, in the Legal Section.

Please provide a proof prior to and proof of publication. Thank you.

**NOTICE OF PLANNING COMMISSION QUASI-JUDICIAL
PUBLIC HEARING
TO CONSIDER APPLICATION FOR VARIANCE**

The Planning Commission will hold quasi-judicial public hearing for recommendations to the City Council regarding a variance for property located at E. Pennsylvania Avenue, being Parcel Number 3383-007-004, physical address being 20056 E. Pennsylvania Avenue. The Applicant seeks a variance from Section 74-108(4)b of the City Code, which requires "...within each 100 linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this article: three canopy trees and five understory trees along the property boundaries, together with a minimum three-gallon shrubbery or hedge to provide a continuous visual screen along all streets."

The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Tuesday, September 20, 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. One or more members of City Council may be present at this meeting and may speak.

The applications, filed under application number PZ1516-072, submitted by Virmane, LLC, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at 352-465-8500.

Teresa Malmberg

From: Andrew Hand <ahand@shepardfirm.com>
Sent: Thursday, August 25, 2016 11:07 AM
To: Teresa Malmberg
Cc: Lonnie Smith; Dawn Bowne; Lynn Wyland; Sue Lavac
Subject: RE: Lumapas_Advertisement DRAFT to AJH for finding of Legal Sufficiency

Teresa,

Please add the following language to the notice:

“One or more members of City Council may be present at this meeting and may speak.”

Looks good with that inclusion –

Best Regards,



DISCLAIMER:

The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Teresa Malmberg [mailto:tmalmberg@dunnellon.org]
Sent: Wednesday, August 24, 2016 4:21 PM
To: Andrew Hand <ahand@shepardfirm.com>
Cc: Lonnie Smith <lsmith@dunnellon.org>; Dawn Bowne <dbowne@dunnellon.org>; Lynn Wyland <lwyland@dunnellon.org>; Sue Lavac <SLavac@dunnellon.org>
Subject: Lumapas_Advertisement DRAFT to AJH for finding of Legal Sufficiency

Andrew,

Please review for legal sufficiency. I need to send to Riverland News by end of day Thursday. I'll be sending applicant and neighbor notices sometime Thursday, but I won't mail them until August 31st.

For your reference, attached is the email Lonnie sent me w/the relevant code section for the requested variance.

Regards,
Teresa A. Malmberg
Administrative Coordinator
City of Dunnellon
Community Development &
Public Services

Ofc: (352) 465-8500 x1010

Cell: (352) 445-0705

tmalmberg@dunnellon.org

The City of Dunnellon has a \$75 fee for lien and/or utility searches in our jurisdiction / service area.

Send requests to liensearch@dunnellon.org

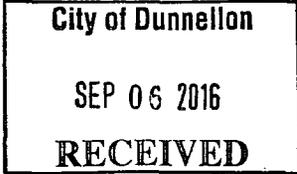
Payment by U.S. Mail – No electronic or phone payments accepted at this time.

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.

Page : 1 of 1 08/25/2016 11 41:12
Order Number : 12867260
PO Number : PZ1516-072
Customer : 10079093 zzCity of Dunnellon Legals
Contact : Dawn M. Bowne, C.M.C., City Cl
Address1 : 20750 River Drive
Address2 :
City St Zip : Dunnellon FL 34431
Phone : (352) 465-8500 x23
Fax : (352) 465-8505
Credit Card :
Printed By : Mary Ann Naczi
Entered By : Mary Ann Naczi

Keywords : 7125-0901 RIV NOTICE OF PLANNING COMMISSION QUASI
Notes :
Zones :

Ad Number : 12985572
Ad Key :
Salesperson : 05 - Mary Ann Naczi
Publication : Riverland Legals
Section : Legals
Sub Section : Legals
Category : 995E-Miscellaneous Notices
Dates Run : 09/01/2016-09/01/2016
Days : 1
Size : 3 x 3.51, 39 lines
Words : 324
Ad Rate : 99GOV
Ad Price : 25.90
Amount Paid : 0.00
Amount Due : 25.90



**7125-0901 RIV
 NOTICE OF PLANNING COMMISSION QUASI-JUDICIAL
 PUBLIC HEARING
 TO CONSIDER APPLICATION FOR VARIANCE**

The Planning Commission will hold quasi-judicial public hearing for recommendations to the City Council regarding a variance for property located at E. Pennsylvania Avenue, being Parcel Number 3383-007-004, physical address being 20056 E. Pennsylvania Avenue. The Applicant seeks a variance from Section 74-108(4)b of the City Code, which requires ".within each 100 linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this article: three canopy trees and five understory trees along the property boundaries, together with a minimum three-gallon shrubbery or hedge to provide a continuous visual screen along all streets."

The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Tuesday, September 20, 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. One or more members of City Council may be present at this meeting and may speak.

The applications, filed under application number PZ1516-072, submitted by Virmane, LLC, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at 352-465-8500.

Published September 1, 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**

City of Dunnellon

SEP 06 2016

RECEIVED

This is an invoice to process your payment for the enclosed ad. Please include Order #12867260 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: 7125-0901 RIV NOTICE OF PLANNING COMMISSION QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER APPLICATION FOR VARIANCE The Planning Commission will hold quasi-judicial public hearing for recommendations to the City Council regarding a variance for property 1

Ad publication dates:
September 1st, 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

7125-0901 RIV NOTICE OF PLANNING COMMISSION QUASI-JUDICIAL PUBLIC HEARING TO CONSIDER APPLICATION FOR VARIANCE The Planning Commission will hold quasi-judicial public hearing for recommendations to the City Council regarding a variance for property I

Court, was published in said newspaper in the issues of September 1st, 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 foregoing instrument was acknowledged before me

This 1st day of September, 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

7125-0901 RIV
NOTICE OF PLANNING COMMISSION QUASI-JUDICIAL
PUBLIC HEARING
TO CONSIDER APPLICATION FOR VARIANCE

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The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Tuesday, September 20, 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. One or more members of City Council may be present at this meeting and may speak.

The applications, filed under application number PZ1516-072, submitted by Virmane, LLC, together with any back-up materials may be reviewed during normal business hours 8:00 a.m. to 4:00 p.m. at Dunnellon City Hall. For further information please contact the Community Development Department at (352) 465-8500, ext. 1010.

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

Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at 352-465-8500.

Published September 1, 2016.



Teresa Malmberg

From: Lynn Wyland
Sent: Thursday, August 25, 2016 3:25 PM
To: Teresa Malmberg
Subject: RE: Legal Ad for Publication RLN 9/1/2016

This is now on the website!

Thanks!
L

From: Teresa Malmberg
Sent: Thursday, August 25, 2016 11:22 AM
To: Riverland News (mnaczi@chronicleonline.com) <mnaczi@chronicleonline.com>
Cc: Sue Lavac <SLavac@dunnellon.org>; Lynn Wyland <lwyland@dunnellon.org>
Subject: Legal Ad for Publication RLN 9/1/2016

Please see attached legal advertisement for publication 9/1/2016. Thank you.

Lynn,

Please ad to the Public Notice section of the website. Thank you.

Regards,
Teresa A. Malmberg
Administrative Coordinator
City of Dunnellon
Community Development &
Public Services
Ofc: (352) 465-8500 x1010
Cell: (352) 445-0705
tmalmberg@dunnellon.org

The City of Dunnellon has a \$75 fee for lien and/or utility searches in our jurisdiction / service area.

Send requests to liensearch@dunnellon.org

Payment by U.S. Mail – No electronic or phone payments accepted at this time.

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CITY OF DUNNELLON

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

September 2, 2016

Application PZ1516-072/VAR2016-04

Virmane, LLC
P O Box 2540
Dunnellon, FL 34330

RE: Quasi-judicial public hearing before Planning Commission: application for variance

Dear Applicant:

Please take notice that your application for variance approval will be heard by the Planning Commission of the City of Dunnellon on Tuesday, September 20, 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. **Please be advised that your failure to appear at these public hearings will likely result in your application being denied.**

Your application, together with any back-up materials including the staff reports, 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 public 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 Planning Commission 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 City Code and 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,

Lonnie Smith/tam

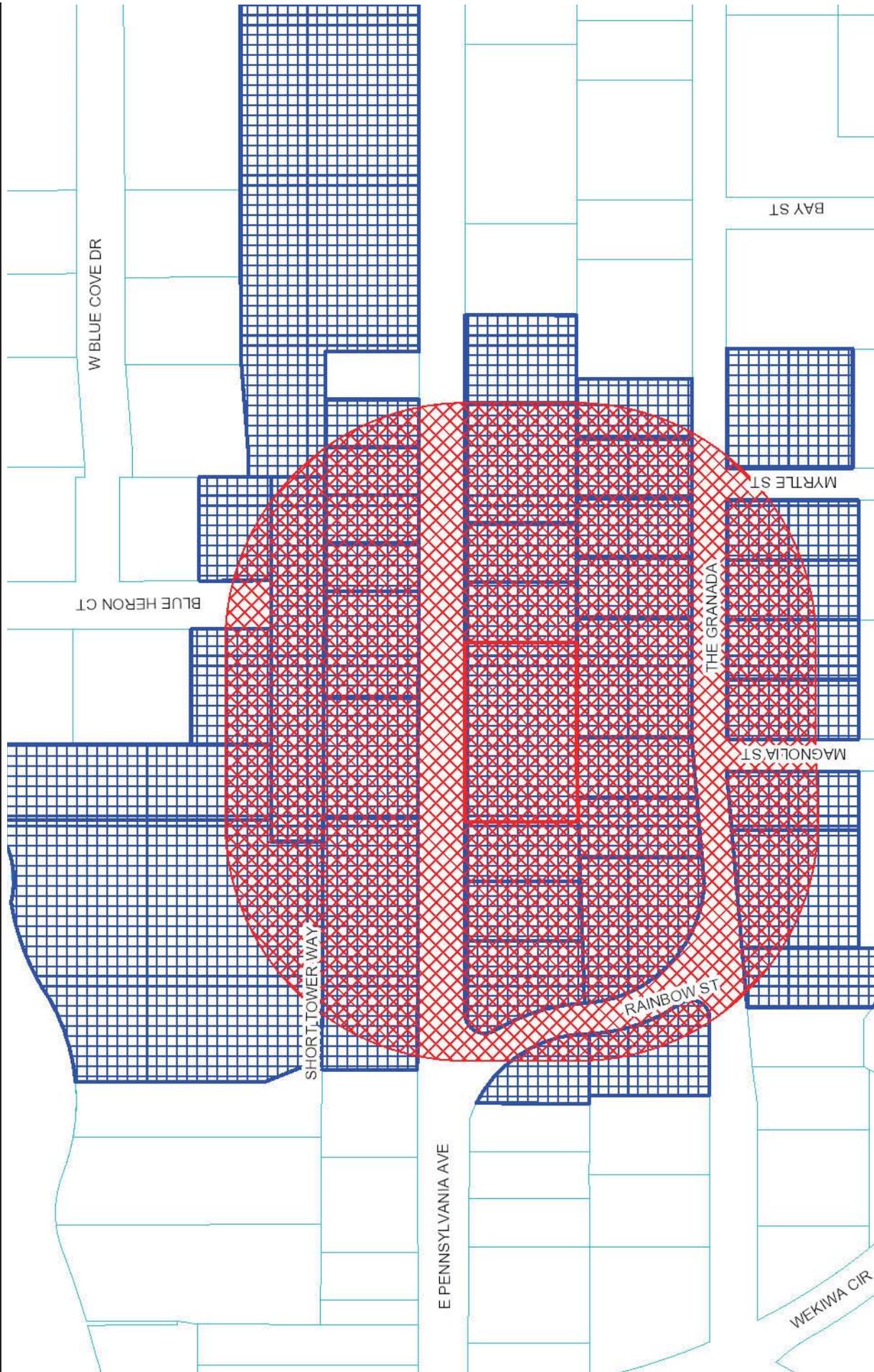
Lonnie Smith
Community Development



Villie M. Smith, CFA, ASA
Marion County Property Appraiser

GIS Web Mapping Application

Last Updated: 08/19/2016



DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.



NAME	ADD_1	ADD_2	ADD_3
BLAND MUSIC CO INC	PO BOX 610		DUNNELLO FL 34430-0610
BROWN GERALDINE L TRUST	BROWN GERALDINE L TR	PO BOX 1344	NEWBERRY FL 32669-1344
CARROLL KENNETH R	CARROLL TERESA P	PO BOX 780	DUNNELLO FL 34430-0780
CATON HELENE	PO BOX 2714		DUNNELLO FL 34430-2714
CHANEY KELLIE RAE	PO BOX 124		CRYSTAL RIVER FL 34423
CINTRON LYSANDRA	19985 THE GRANADA		DUNNELLO FL 34432
CONTE PENELOPE MARY	20118 THE GRANADA		DUNNELLO FL 34432
COWAN FAMILY REV TRUST	COWAN JEANCAROL H TR	PO BOX 172	DUNNELLO FL 34430-0172
DAIMLER CHARLES A	DAIMLER PATRICIA A	11986 RAINBOW ST	DUNNELLO FL 34432-6041
DARVILLE BRENDA L	20100 E PENNSYLVANIA AVE		DUNNELLO FL 34432
DETHLEFS MICHAEL S	DETHLEFS CRYSTAL W	7824 N UDAL DR	CITRUS SPRINGS FL 34434
DICKINSON MAX L	DICKINSON THELMA B	20054 THE GRANADA	DUNNELLO FL 34432-6043
DICKSON JOAN	20013 THE GRANADA		DUNNELLO FL 34432-6048
DIXON SHIRLEY S	PO BOX 296		DUNNELLO FL 34430-0296
DOMINEY STEVEN L	DOMINEY JEFFREY W	PO BOX 921	DUNNELLO FL 34430-0921
ELLIS LEON H JR	ELLIS MARY ANN	764 SW SHOREWOOD DR	DUNNELLO FL 34431-3772
GISSY HOLDINGS LLC	9259 PT CYPRESS DR		ORLANDO FL 32836
HAMBLLEN JOYE J	3875 E DIAMOND LN		HERNANDO FL 34442-3928
HARPER EVELYN S TR	20109 THE GRANADA		DUNNELLO FL 34432-6048
KINDRED STEVEN B	20055 THE GRANADA		DUNNELLO FL 34432
KINNEBREW IRIS L	19978 THE GRANADA		DUNNELLO FL 34432-6044
MCCONNELL JOHN S III	MCCONNELL SUSAN B	20076 THE GRANADA	DUNNELLO FL 34432-6042
MILEY DEANA M	PO BOX 87		DUNNELLO FL 34430
ROBERTS FUNERAL HOME OF DUNNELLO LLC	PO BOX 2073		DUNNELLO FL 34430-2073
SMITH SANDRA ELLEN	20147 THE GRANADA		DUNNELLO FL 34432-6047
STANLEY MANAGEMENT INC	20079 E PENNSYLVANIA AVE		DUNNELLO FL 34432-6037
STEVENSON GARY L	STEVENSON CHERRY D	18691 SW 109TH PL	DUNNELLO FL 34432-4553
TOWNSEND DORIS	PO BOX 542		DUNNELLO FL 34430-0542
VIRMANE LLC (OWNER/APPLICANT)	PO BOX 2540		DUNNELLO FL 34430
WALTERS RODNEY N	11588 N CARIBEE PT		INGLIS FL 34449-9215
WATERS CARI JO	WATERS COLBY LYNN	20044 E PENNSYLVANIA AVE	DUNNELLO FL 34432-6033

DUPLICATES BELOW THIS LINE:

WRA	CITY OF DUNNELLO	PO BOX 430	DUNNELLO FL 34430-0430
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CATON HELENE A	PO BOX 2714		DUNNELLO FL 34430-2714
CITY OF DUNNELLO	PO BOX 430		DUNNELLO FL 34430-0430
CITY OF DUNNELLO	PO BOX 430		DUNNELLO FL 34430-0430
DICKINSON MAX L	DICKINSON THELMA B	20040 THE GRANADA	DUNNELLO FL 34432-6043
HARPER EVELYN S TR	20109 THE GRANADA		DUNNELLO FL 34432-6048
ROBERTS FUNERAL HOME OF DUNNELLO LLC	PO BOX 2073		DUNNELLO FL 34430-2073
VIRMANE LLC	PO BOX 2540		DUNNELLO FL 34430



CITY OF DUNNELLO

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

September 2, 2016

NOTICE OF PUBLIC HEARINGS FOR VARIANCE APPROVAL

Dear Property Owner:

The Planning Commission of Dunnellon will hold a public hearing for recommendation to the City Council regarding a variance requested by the Applicant, Virmane, LLC. Applicant's property is located at 20056 E. Pennsylvania Avenue ("Subject Property"), being Parcel Number 3383-007-004.

The Applicant seeks a variance from Section 74-108(4)b of the City Code, which requires "...within each 100 linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this article: three canopy trees and five understory trees along the property boundaries, together with a minimum three-gallon shrubbery or hedge to provide a continuous visual screen along all streets."

The public hearing will be held at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431, on **Tuesday, September 20, 2016, at 5:30 p.m.**, or as soon thereafter as can be heard. If necessary, any of these public hearings 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 PZ1516-072/VAR2016-04, submitted by Virmane, LLC, 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 meeting and be heard with respect to the proposed variances and site plan. Please be advised that all oral and written communications prior to the hearings concerning the case between any member of the Planning Commission 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 hearings, 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 City Code and 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,

Lonnie Smith/tam

Lonnie Smith
Community Development

Teresa Malmberg

From: Andrew Hand <ahand@shepardfirm.com>
Sent: Tuesday, August 30, 2016 2:25 PM
To: Teresa Malmberg
Subject: RE: Letters: Notice to Owner / Neighbors

Teresa,

I am of the opinion that the documents you sent are legally sufficient.

Note that in the neighbor notice though some of the document is in 11 pt font, and some is in 12.

Best Regards,



DISCLAIMER:

The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Teresa Malmberg [mailto:tmalmberg@dunnellon.org]
Sent: Monday, August 29, 2016 3:35 PM
To: Andrew Hand <ahand@shepardfirm.com>
Subject: Letters: Notice to Owner / Neighbors

Hi Andrew,

Please review attached letters to Property Owners / Applicant for legal sufficiency. Not mailing until 9/1. Thanks.

Regards,

Teresa A. Malmberg

Administrative Coordinator
City of Dunnellon
Community Development &
Public Services
Ofc: (352) 465-8500 x1010
Cell: (352) 445-0705
tmalmberg@dunnellon.org

The City of Dunnellon has a \$75 fee for lien and/or utility searches in our jurisdiction / service area.

Send requests to liensearch@dunnellon.org

Payment by U.S. Mail – No electronic or phone payments accepted at this time.

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.

From: Dawn Bowne
Sent: Monday, August 29, 2016 3:29 PM
To: Teresa Malmberg <tmalmberg@dunnellon.org>
Subject: RE: Letters: Notice to Owner / Neighbors

Ok, thanks

Dawn M .Bowne
Dawn M.Bowne
City Clerk/Interim City Manager
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500 ext 1002
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.

From: Teresa Malmberg
Sent: Monday, August 29, 2016 3:07 PM
To: Dawn Bowne <dbowne@dunnellon.org>
Subject: Letters: Notice to Owner / Neighbors

I need to send the 2 letters to Andrew for legal sufficiency review. Mailing out Thursday 9/1. Thanks.

Regards,
Teresa A. Malmberg
Administrative Coordinator
City of Dunnellon
Community Development &
Public Services
Ofc: (352) 465-8500 x1010
Cell: (352) 445-0705
tmalmberg@dunnellon.org

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Send requests to liensearch@dunnellon.org

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PC POSTAGE PASS-THRU: 31*\$0.465=\$14.415

VIRMANE LLC
PO BOX 2540
DUNNELLON FL 34430

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



emailed to LW for LF 9/2

BLAND MUSIC CO INC
PO BOX 610
DUNNELLON FL 34430-0610

CARROLL KENNETH R
CARROLL TERESA P
PO BOX 780
DUNNELLO FL 34430-0780

CITY OF DUNNELLO
20750 RIVER DRIVE
DUNNELLO, FL 34431

BROWN GERALDINE L TRUST
BROWN GERALDINE L TR
PO BOX 1344
NEWBERRY FL 32669-1344



MAILED FROM ZIP CODE 34431

CHANEY KELLIE RAE
PO BOX 124
CRYSTAL RIVER FL 34423

CITY OF DUNNELLO
20750 RIVER DRIVE
DUNNELLO, FL 34431



CATON HELENE
PO BOX 2714
DUNNELLO FL 34430-2714

CINTRON LYSANDRA
1985 THE GRANADA
DUNNELLON FL 34432

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431

CONTE PENELOPE MARY
20118 THE GRANADA
DUNNELLON FL 34432



MAILED FROM ZIP CODE 34431

COWAN FAMILY REV TRUST
COWAN JEANCAROL H TR
PO BOX 172
DUNNELLON FL 34430-0172

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



DAIMLER CHARLES A
DAIMLER PATRICIA A
11986 RAINBOW ST
DUNNELLON FL 34432-6041

DARVILLE BRENDA L
20100 E PENNSYLVANIA AVE
DUNNELLON FL 34432

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431

DETHLEFS MICHAEL S
DETHLEFS CRYSTAL W
7824 N UDAL DR
CITRUS SPRINGS FL 34434



PITNEY BOWES

\$ 000.465

02 1P

0000255262 SEP 02 2016

MAILED FROM ZIP CODE 34431

MAILED FROM ZIP CODE 34431

DICKINSON MAX L
DICKINSON THELMA B
20054 THE GRANADA
DUNNELLON FL 34432-6043

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



DICKSON JOAN
20013 THE GRANADA
DUNNELLON FL 34432-6048

MAILING LABEL ZIP CODE 34431

DIXON SHIRLEY S
PO BOX 296
DUNNELLON FL 34430-0296

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



DOMINEY STEVEN L
DOMINEY JEFFREY W
PO BOX 921
DUNNELLON FL 34430-0921

ELLIS LEON H JR
ELLIS MARY ANN
764 SW SHOREWOOD DR
DUNNELLON FL 34431-3772

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



GISSY HOLDINGS LLC
9259 PT CYPRESS DR
ORLANDO FL 32836

HAMBLÉN JOYE J
3875 E DIAMOND LN
HERNANDO FL 34442-3928

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



HARPER EVELYN S TR
20109 THE GRANADA
DUNNELLON FL 34432-6048

KINDRED STEVEN B
20055 THE GRANADA
DUNNELLON FL 34432

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



KINNEBREW IRIS L
19978 THE GRANADA
DUNNELLON FL 34432-6044

MCCONNELL JOHN S III
MCCONNELL SUSAN B
20076 THE GRANADA
DUNNELLON FL 34432-6042

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



MILEY DEANA M
PO BOX 87
DUNNELLON FL 34430

ROBERTS FUNERAL HOME OF
DUNNELLON LLC
PO BOX 2073
DUNNELLON FL 34430-2073

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



SMITH SANDRA ELLEN
20147 THE GRANADA
DUNNELLON FL 34432-6047

STANLEY MANAGEMENT INC
20079 E PENNSYLVANIA AVE
DUNNELLON FL 34432-6037

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



STEVENSON GARY L
STEVENSON CHERRY D
18691 SW 109TH PL
DUNNELLON FL 34432-4553

TOWNSEND DORIS
PO BOX 542
DUNNELLON FL 34430-0542

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



WALTERS RODNEY N
11588 N CARIBEE PT
INGLIS FL 34449-9215

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431



WATERS CARI JO
WATERS COLBY LYNN
20044 E PENNSYLVANIA AVE
DUNNELLON FL 34432-6033

CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431

JACKSONVILLE
FL 320
02 SEP '16
PM 4 L



City of Dunnellon
SEP 06 2016
RECEIVED

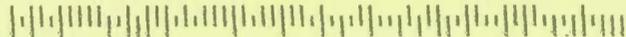
MILEY DEANA M
PO BOX 87
DUNNELLON FL 34430

NIXIE 322 N7E 1 16I0009/03/16

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 34431674450 *1738-01455-02-41

34431-6744787



PREPARED BY:
Andrew Hand, Esq.
Shepard, Smith and Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

PLEASE RETURN TO:
Dawn Bowne, City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

**DEVELOPMENT ORDER #DOR2016-03
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DEVELOPMENT ORDER
GRANTING VARIANCE**

APPLICANT: Virmane, LLC

VARIANCE #: VAR2016-03

OWNER(s)/Manager: Virmane, LLC

ADDRESS OF PROPERTY: 20056 E. Pennsylvania Avenue
Dunnellon, Florida 34432

PARCEL ID #: 3383-007-004

ZONING DESIGNATION: NBR

COMPREHENSIVE PLAN

LAND USE DESIGNATION: Traditional Neighborhood

THIS MATTER came before the City Council on the 10th day of October, 2016, pursuant to Appendix A, Article IX, Section 9.3-1 of the City of Dunnellon Land Development Regulations and Section 74-108(4)(b) of the City of Dunnellon Code of Ordinances. After having considered the recommendation of the Planning Commission and Staff's Report, having heard testimony, and being otherwise duly advised on the matter, the following findings of fact and conclusions of law are made:

Findings of Fact.

1. The Subject Property comprises .72 acres±, is located at 20056 E. Pennsylvania Avenue in Dunnellon, and is legally described in Exhibit "A" attached hereto and made a part of this Development Order.

2. The Subject Property is zoned Neighborhood Business Residential (NBR). The goals, objectives, and policies of the Comprehensive Plan do not prohibit variances from Code requirements pertaining to required landscaping.

3. The City of Dunnellon Land Use and Development Code, Appendix A, Article IX, Section 9.3-1 states in pertinent part:

(a) All commercial development, regardless of size, shall comply with the following design standards.

(1) Landscape buffers shall be provided for all commercial uses in compliance with Section 74-108...

4. Section 74-108 of the City of Dunnellon's Code of Ordinances states in pertinent part:

(1) *Location and design.* Buffers shall be provided on the outer perimeter of a lot or parcel, in accordance with the requirements and standards contained in this article...

(4)(b)

Required landscaping. Within each 100 linear feet or fraction thereof of boundary, the following plants shall be provided in accordance with the planting standards and requirements of this article: three canopy trees and five understory trees along the property boundaries, together with a minimum three-gallon shrubbery or hedge to provide a continuous visual screen along all streets.

5. Applicant seeks a variance from the Section 9.3-1 and Section 74-108 requirements regarding required plantings previously approved in Applicant's prior landscaping plan.

Conclusions of Law.

6. Granting the variance is not inconsistent with the City's Comprehensive Plan.

7. ***Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the NBR zoning district.*** A special condition exists due to a prior Variance that allows a smaller landscape buffer width. The smaller width results in higher density plantings.

8. ***The special conditions and circumstances do not result from any actions of the Applicant.*** The applicant's actions have not created the density issue due to a smaller landscape buffer width.

9. ***Granting the variance requested will not confer on the applicant any special privilege that is denied by ordinance to other lands, buildings, or structures in the same zoning district.*** The Applicant will receive no special privileges as a result of granting the requested variance. There will be no change to the building use or function.

10. ***Literal interpretation of the provisions of the ordinance requiring that a 25-foot perimeter landscape buffer around the Subject Property would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the ordinance and would work unnecessary and undue hardship on the Applicant.*** The subject property's landscape buffers have been constrained by a prior Variance. The installation of all vegetation required by the code could hinder the proper growth of the landscaping and possibly incur greater costs on the owner and city due to infrastructure damage.

11. ***The variance granted is the minimum variance that will make possible the reasonable use of the land.*** The variance requested is the minimum, according to a certified landscape architect, to allow the reasonable use of this property. The subject property has been altered to create the least amount of impact to the code requirements.

12. ***The grant of the variance will be in harmony with the general intent and purpose of the ordinance, and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*** The subject property has relatively little open space due to a large Drainage Retention Area required by the SW Florida Water Management District. The proposed variance will improve the survivability of the landscaping, clear sight triangles as you enter E Pennsylvania Ave, and limit interference of Utilities and City Infrastructure.

BASED ON THE FOREGOING, IT IS ORDERED:

The variance requested by Applicant is approved whereby allowing Applicant to remove Live Oaks from the previously approving landscaping plan and replace with Sylvester Hollys or comparable with 3" caliper and 12' height and requiring applicant to contribute \$1,000 to the City of Dunnellon Tree Restoration Fund.

[PAGE FOLLOWS]

Upon motion duly made and carried, the foregoing Development Order was approved and passed upon the public hearing on the 14th day of March, 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 a copy of the foregoing Development Order was sent by electronic mail to vlumapas@att.net and by U.S. Mail to Virmane, LLC at 2551 SW 35th Street, Ocala, Florida 34471, on the ___day of _____, 2016.

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

Teresa Malmberg

From: Andrew Hand <ahand@shepardfirm.com>
Sent: Friday, September 30, 2016 3:54 PM
To: Teresa Malmberg
Cc: Lonnie Smith; Dawn Bowne
Subject: RE: Development Order for Variance, Virmane, #DOR2016-03
Attachments: DOR2016_03_Variance Order.docx

Order attached.

Best Regards,



DISCLAIMER:

The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Teresa Malmberg [mailto:tmalmberg@dunnellon.org]
Sent: Friday, September 30, 2016 11:51 AM
To: Andrew Hand <ahand@shepardfirm.com>
Cc: Lonnie Smith <lsmith@dunnellon.org>; Dawn Bowne <dbowne@dunnellon.org>
Subject: Development Order for Variance, Virmane, #DOR2016-03

Andrew,

Attached is the fully-executed resolution for the Virmane Variance recently approved w/conditions by Planning Commission. Please prepare the Development Order (#DOR2016-03) under the number provided above. The hearing before Council will be October 10. Thank you.

Let us know if you need additional information.

Regards,

Teresa A. Malmberg

Administrative Coordinator
City of Dunnellon
Community Development &
Public Services
Ofc: (352) 465-8500 x1010
Cell: (352) 445-0705
tmalmberg@dunnellon.org

The City of Dunnellon has a \$75 fee for lien and/or utility searches in our jurisdiction / service area.

Send requests to liensearch@dunnellon.org

Payment by U.S. Mail – No electronic or phone payments accepted at this time.

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



Meeting Date: 10/5/2016
From (Dept): City Manager
Signature: [Signature]
Department Director
Approved for
Agenda: [Signature]
City Manager

Official Use Only
Reviewed by _____
City Attorney: _____
Council Action: _____
Date: _____

SUBJECT: Surplus Property - 12008 Delaware Street
Request For Approval:

SUMMARY EXPLANATION & BACKGROUND:

At the request of Council, attached is a Resolution to declare the city property on 12008 Delaware Street as surplus. I have attached our city code for city initiated sales of surplus property and the state statute for disposal of CRA property. Remember this property was purchased with equal funds from both CRA and Gas Tax. The first step is to formally declare the property surplus. The CRA Advisory Board recommended Resolution RES2016-26 be approved at their meeting on 09/26/2016.

FISCAL INFORMATION: N/A until sales contract is accepted after appropriate 30 day public notice.

RECOMMENDED ACTION: Approve Resolution RES2016-26

Initiated by:

RESOLUTION #RES2016-26

A RESOLUTION OF THE CITY COUNCIL OF DUNNELLON, FLORIDA, DECLARING PROPERTY OWNED BY THE CITY, PROPERTY ID NO. 3380-0474-00, AS SURPLUS PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dunnellon owns a parcel of land assigned Property Id No. 3380-0474-00 by the Marion County Property Appraiser, which parcel is located at 12008 Delaware Street; and

WHEREAS, said property is located within the City's CRA and the CRA Advisory Board has recommended that said property be declared as "Surplus Property"; and

WHEREAS, the City Council of the City of Dunnellon is considering declaring said property as "Surplus Property."

NOW, THEREFORE, be it resolved by the City Council of the City of Dunnellon, Florida, that:

Section 1. Findings. The Whereas clauses cited herein are the legislative findings of the City Council.

Section 2. Declaration of Surplus Property. The City Council declares Property Id. No. 3380-0474-00 to be "Surplus Property."

Section 3. Severability. If any portion of this Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

Section 4. Conflicts. All resolutions and parts of resolution in conflict with this Resolution are hereby repealed.

Section 5. Effective Date. This Resolution shall become effective upon adoption.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Council of the City of Dunnellon this 10th day of October, 2016.

ATTEST:

CITY OF DUNNELLON, FLORIDA

DAWN M. BOWNE, M.M.C.
CITY CLERK, INTERIM CITY MANAGER

NATHAN WHITT, MAYOR

Approved as to form and legality:

Andrew J. Hand, City Attorney

Sales of surplus property initiated by the city may be conducted in such fashion as determined by city council including, without limitation, public auction, sealed bids, real estate listings or otherwise.

(Ord. No. 2005-07, § 3, 8-8-2005)

Sec. 2-374. - Small or irregularly shaped parcels.

- (a) The city council may affect a private sale of a parcel of surplus property pursuant to this section when it finds:
 - (1) Either of the following:
 - a. A parcel is of insufficient size and shape to be issued a building permit; or
 - b. The value of the parcel is \$5,000.00 or less (as determined by a real estate appraiser, the county property appraiser or the city real estate officer);
 - (2) Due to the size, shape, and location of the parcel, the parcel is of use only to one or more adjacent property owners.
- (b) The city may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice. If, however, within ten working days after receiving such mailed notice, two or more owners of adjacent property notify the city of their desire to purchase the parcel, the city shall accept sealed bids for the parcel from such property owners and shall either convey such parcel to the highest bidder or reject all offers and retain the property.

(Ord. No. 2005-07, § 4, 8-8-2005)

Sec. 2-375. - Dispositions of property to charitable or other governmental entities.

- (a) This section applies to dispositions of surplus property for a public purpose to private nonprofit agencies or governmental entities other than the city.
- (b) Within the reasonable exercise of its discretion and having consideration for the best interests of the city, the value and condition of the property, and the probability of such property being desired by a private party, the city council may sell or donate surplus property, for a public purpose, to a private nonprofit agency or to another government entity. Such sale or donation shall be under such terms and conditions as city council deems appropriate.
- (c)

ARTICLE VIII. - SURPLUS PROPERTY

DIVISION 1. - GENERALLY

Secs. 2-351—2-370. - Reserved.

DIVISION 2. - REAL PROPERTY

Sec. 2-371. - Generally.

This division governs the sale of surplus real property by the city. It provides for different procedures to be followed depending upon the party initiating the procedure or acquiring the property, and the property's characteristics.

(Ord. No. 2005-07, § 1, 8-8-2005)

Sec. 2-372. - Definitions.

As used in this division, the following terms have the following meanings:

Private nonprofit agency means a nonprofit charitable organization, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual, and that has been held to be tax exempt under the provisions of section 501 of the Internal Revenue Code of 1954, and that has as its principal mission;

- (1) Public health and welfare;
- (2) Education;
- (3) Environmental restoration and conservation;
- (4) Civil and human rights; or
- (5) The relief of human suffering and poverty.

Surplus property means real property that is obsolete, the continued use or ownership of which is uneconomical or inefficient, or that serves no useful function.

(Ord. No. 2005-07, § 2, 8-8-2005)



Sec. 2-373. - City-initiated sales.

All dispositions of surplus property pursuant to this subsection for less than fair market value shall contain a right of reverter providing that the property shall revert to the city, if it is no longer used for the purpose for which it was conveyed.

(Ord. No. 2005-07, § 5, 8-8-2005)

Sec. 2-376. - Requests by third parties.

- (a) This section applies to sales of surplus property initiated by a party other than the city, and in situations where neither the provisions of section 2-374 or 2-375 apply.
- (b) All requests to declare city-owned property as surplus must be in writing and directed to the city manager. Requests will be circulated among the various departments of the city to determine each department's need for the property. The results will then be sent to city council for its consideration in declaring the property surplus.
- (c) After the property has been declared surplus by city council, the city will obtain three cost estimates for the appraisal and shall select an appraiser to appraise the fair market value of the property. The initiating party shall submit to the city the cost of the appraisals and advertising fees prior to the city ordering the appraisal.
- (d) After the city council has approved the appraised value, a "For Sale" sign will be posted on the property and advertisements will be placed in one or more newspapers. The advertisement will state that the minimum acceptable bid price will be the appraised value, and will give the time, place and date the bids will be opened.
- (e) The sealed bids shall consist of a bid security in the form of a cashier's check or certified check equal to five percent of the bid amount. No conditional bids will be accepted. The city reserves the right to reject any or all bids and to waive any informalities.
- (f) After the highest bid has been determined, the city manager will submit a recommendation to the city council for its consideration. Should a valid bid be rejected by the city, the initiating party shall be reimbursed for the appraisal and the advertising fees.
- (g) If the bid is approved by city council, the successful bidder will be notified of the award and a contract for sale and purchase will be executed.
- (h) If the city council rejects all bids, the city may sell the property pursuant to section 2-373.
- (i) If a bidder has submitted a minimum acceptable bid price (i.e., a bid in the amount of the appraised value or higher) and the initiating party is not the successful bidder, the cost of the appraisal and advertising fees will be refunded to the initiating party.
- (j)

The bid security will be returned to all except the three highest qualified bidders within ten days after the opening of the bids. The remaining checks will be returned within ten days after the city has entered into a sale and purchase contract with the highest bidder.

- (k) The successful bidder shall pay all closing costs including documentary stamps, title insurance, recording fees, and, if the successful bidder is not the initiating party, advertising fees and the cost of the appraisal. The city will furnish title insurance at the purchaser's expense.
- (l) Failure of the successful bidder to close the sale within 45 calendar days after the receipt of the notice of award shall be just cause for the annulment of the award and the forfeiture of the bid security to the city which forfeiture shall be considered not as a penalty but as liquidated damages. Upon such failure to close, the city may offer the property to the second-highest bidder (for the amount of its bid), schedule another round of bidding, or sell the property pursuant to section 2-373.

(Ord. No. 2005-07, § 6, 8-8-2005)

Secs. 2-377—2-379. - Reserved.

Dawn Bowne

From: Andrew Hand <ahand@shepardfirm.com>
Sent: Tuesday, September 20, 2016 2:06 PM
To: Dawn Bowne
Subject: FW: Sale of CRA property

Dawn,

I think my email below – immediately preceding yours below back in April, covers disposition – standing by for any further questions



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From: Dawn Bowne [mailto:dbowne@dunnellon.org]
Sent: Wednesday, April 27, 2016 3:14 PM
To: Andrew Hand <ahand@shepardfirm.com>; Eddie Esch <EEsch@dunnellon.org>
Cc: Teresa Malmberg <tmalmberg@dunnellon.org>; Lonnie Smith <lsmith@dunnellon.org>; Mandy Roberts <mroberts@dunnellon.org>; Lynn Wyland <lwyland@dunnellon.org>; Loretta Barton <LBarton@dunnellon.org>
Subject: RE: Sale of CRA property

Just my thoughts, a Resolution is always great and an additional record/documentation tool because it is always easier to locate than a motion in the minutes. I am thinking down the line when someone is inquiring on the process and requesting documentation.

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.

From: Andrew Hand [mailto:ahand@shepardfirm.com]
Sent: Wednesday, April 27, 2016 12:01 PM
To: Eddie Esch
Cc: Teresa Malmberg; Dawn Bowne; Lonnie Smith
Subject: Sale of CRA property

Eddie,

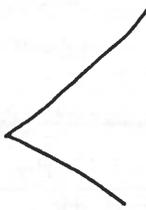
I am providing some best-fit advice to start the sale process Delaware/Delaware property. A number of legal requirements were not met at the purchase of the property that would affect disposition – which we can discuss by telephone. I advise as follows:

Article VIII of the City’s Code does not require a resolution to declare the property as “surplus” – declaration can be accomplished by resolution or by motion of Council with Council’s findings recorded in the minutes. The City Council can declare the property as “surplus” by motion with a finding that the property is “obsolete, the continued use or ownership is uneconomical or inefficient, or that it serves no function” per the definition of surplus property in Section 2-372 of the City’s Code. If you prefer a resolution, just let me know.

[The process for notice and disposition per 163.380 (3) is attached below. It is important to note, per 163.380(1) the CRA Board and Council may attach covenants, conditions, restrictions, including covenants running with the land to the sale of the property as CRA Board/Council deems necessary to carry out the purposes of the Community Redevelopment Act. If the CRA Board/Council wishes to attach restrictions – then this should all be made part of the notice.

* **163.380 Disposal of property in community redevelopment area.**—The disposal of property in a community redevelopment area which is acquired by eminent domain is subject to the limitations set forth in s. 73.013.

...
(3)(a) Prior to disposition of any real property or interest therein in a community redevelopment area, any county, municipality, or community redevelopment agency shall give public notice of such disposition by publication in a newspaper having a general circulation in the community, at least 30 days prior to the execution of any contract to sell, lease, or otherwise transfer real property and, prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section, invite proposals from, and make all pertinent information available to, private redevelopers or any persons interested in undertaking to redevelop or rehabilitate a community redevelopment area or any part thereof. Such notice shall identify the area or portion thereof and shall state that proposals must be made by those interested within 30 days after the date of publication of the notice and that such further information as is available may be obtained at such office as is designated in the notice. The county, municipality, or community redevelopment agency shall consider all such redevelopment or rehabilitation proposals and the financial and legal ability of the persons making such proposals to carry them out; and the county, municipality, or community redevelopment agency may negotiate with any persons for proposals for the purchase, lease, or other transfer of any real property acquired by it in the community redevelopment area. The county, municipality, or community redevelopment agency may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of this part. Except in the case of a governing body acting as the agency, as provided in s. 163.357, a notification of intention to accept such proposal must be filed with the governing body not less than 30 days prior to any such acceptance. Thereafter, the county, municipality, or community redevelopment agency may execute such contract in accordance with the provisions of subsection (1) and deliver deeds, leases, and other instruments and take all steps necessary to effectuate such contract.



(b) Any county, municipality, or community redevelopment agency that, pursuant to the provisions of this section, has disposed of a real property project with a land area in excess of 20 acres may acquire an expanded area that is immediately adjacent to the original project and less than 35 percent of the land area of the original project, by purchase as provided in this chapter, and negotiate a disposition of such expanded area directly with the person who acquired the original project without complying with the disposition procedures established in paragraph (a), provided the county, municipality, or community redevelopment agency adopts a resolution making the following findings:

1. It is in the public interest to expand such real property project to an immediately adjacent area.

2. The expanded area is less than 35 percent of the land area of the original project.

3. The expanded area is entirely within the boundary of the community redevelopment area.

(4) Any county, municipality, or community redevelopment agency may temporarily operate and maintain real property acquired by it in a community redevelopment area for or in connection with a community redevelopment plan pending the disposition of the property as authorized in this part, without regard to the provisions of subsection (1), for such uses and purposes as may be deemed desirable, even though not in conformity with the community redevelopment plan.

(5) If any conflict exists between the provisions of this section and s. 159.61, the provisions of this section govern and supersede those of s. 159.61.

(6) Notwithstanding any provision of this section, if a community redevelopment area is established by the governing body for the redevelopment of property located on a closed military base within the governing body's boundaries, the procedures for disposition of real property within that community redevelopment area shall be prescribed by the governing body, and compliance with the other provisions of this section shall not be required prior to the disposal of real property.

History.—s. 11, ch. 69-305; s. 9, ch. 77-391; s. 13, ch. 84-356; s. 1, ch. 92-162; s. 906, ch. 95-147; s. 1, ch. 96-254; s. 9, ch. 98-314; s. 12, ch. 2006-11.

Best Regards,



DISCLAIMER:

The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

Prepared by and Return to:
James A. Fowler, Esquire
Empire Title Company of Florida, Inc.
28 W. Central Blvd., Suite 400
Orlando, Florida 32801



REC 18.50 DEED DS 490.00

CS

Parcel Id. No.: 3380-0474-00

For Recording Purposes Only

WARRANTY DEED

THIS WARRANTY DEED made and executed this 27th day of December, 2012, by Janet L. Ledsome, an unmarried woman, hereinafter "Grantor" to The City of Dunnellon, a public body and legal entity of the State of Florida, hereinafter "Grantee":

[Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Marion County, Florida, to-wit:

Lots 473, 474 and 475, Town of Dunnellon, according to the map or plat thereof as recorded in Plat Book A, Page 174, Public Records of Marion County, Florida.

Grantor does hereby certify that she does not currently reside upon the above-described property, and such property is not her homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances. except:

- 1) Taxes and assessments for the year 2012 and subsequent years; and
- 2) Easements and restrictions of record, but reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered in our Presence:

GRANTOR(S)

Marilyn Jo Kerkos
Witness Signature

Janet L. Ledsome
Janet L. Ledsome

MARILYN JO KERKOS
Print Witness Name

Hailee Fairbairn
Witness Signature:

Hailee Fairbairn
Print Witness Name:

STATE OF North Carolina)
COUNTY OF Rutherford)

The foregoing instrument was acknowledged before me this 27th day of December 2012, Janet L. Ledsome, an unmarried woman, who is personally known to me or produced FL DL# L325-432-40-806-0 as identification.



[NOTARY SEAL]

Brian H. Toney
Notary Public

Brian H. Toney
Printed Name of Notary:

April 10, 2016
My Commission Expires

CLOSING STATEMENT

SELLER: JANET L. LEDSONE

PURCHASER: THE CITY OF DUNNELLON, A
Florida Municipal Corporation

PROPERTY: ATTACHED HERETO AS EXHIBIT "A"

1.	PURCHASE PRICE:	\$70,000.00
2.	ESCROW DEPOSIT	\$5,000.00:
		\$65,000.00

SELLER'S EXPENSES:

1.	PAYOFF EXISTING MORTGAGE	\$25,005.70
2.	TITLE FEES:	
	A.) TITLE ABSTRACT AND SEARCH FEE: ATTORNEY'S TITLE FUND SERVICES, LLC	\$150.00
	B.) OWNER'S POLICY	
	AGENT:	
	EMPIRE TITLE COMPANY OF FLORIDA, INC.	\$281.75
	UNDERWRITER:	
	OLD REPUBLIC NATIONAL TITLE INSURANCE CO.	\$120.75
	TOTAL:	\$402.50
3.	SETTLEMENT-CLOSING FEE: EMPIRE TITLE COMPANY OF FLORIDA, INC.	\$350.00
4.	MARION COUNTY CLERK OF THE COURT RECORDING FEES: DEED DOC STAMPS Death Certificate & Affidavits	\$490.00 \$35.50
5.	PRORATIONS:	
	2012 County Taxes: 01/01/12 to 12/28/12	\$586.15
	Rental Income: 12/15/12 to 01/15/12	\$ 57.33
	TOTAL SELLER'S EXPENSES:	\$27,077.18

PURCHASER'S EXPENSES:

1.	SETTLEMENT-CLOSING FEE: EMPIRE TITLE COMPANY OF FLORIDA, INC.	\$350.00
2.	SURVEY EXACTA LAND SURVEYORS, INC.	\$395.00
3.	MARION COUNTY TAX COLLECTOR 2012 PROPERTY TAXES	\$591.01
4.	MARION COUNTY CLERK OF THE COURT RECORDING FEES Warranty Deed	\$18.50

TOTAL PURCHASER'S EXPENSES: \$1,354.51

SUMMARY:

SELLER:	DUE TO SELLER	\$70,000.00
	LESS SELLER'S EXPENSES	\$27,077.18
	TOTAL SELLER'S PROCEEDS	<u>\$42,922.82</u>

PURCHASER:	DUE FROM PURCHASER	\$70,000.00
	PLUS PURCHASER'S EXPENSES	\$ 1,354.51

TOTAL DUE FROM PURCHASER \$71,354.51

LESS PRORATIONS

2012 County Taxes: 01/01/12 to 12/28/12	\$586.15
Rental Income: 12/15/12 to 01/15/12	\$ 57.33

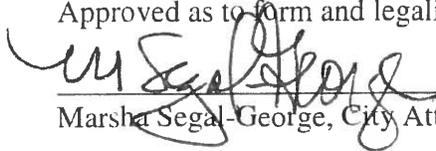
TOTAL DUE FROM PURCHASER: \$70,711.03

NOTES:

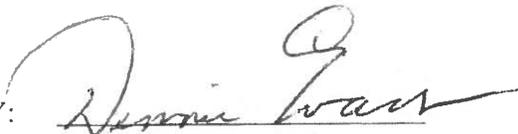
1. In the event this Closing Statement contains any errors, inaccuracies or mistakes, the parties shall promptly, upon receipt of written notice, rectify such matters and make such adjustments and reimbursements among themselves as required therefore.
2. The Closing Statement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute on and the same instrument. Furthermore, a receipt of an executed copy by facsimile shall constitute receipt of an original.
3. Escrow Agent is hereby authorized and directed to make disbursements as shown on this Closing Statement.

IN WITNESS WHEREOF, the undersigned have executed this Closing Statement on this the 27th day of December, 2012.

Approved as to form and legality for use and reliance by the City of Dunnellon

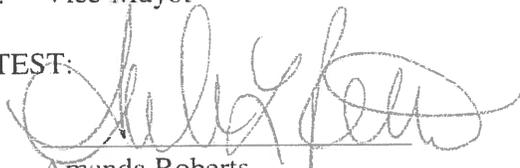

Marsha Segal-George, City Attorney

PURCHASER:
CITY OF DUNNELLON,
FLORIDA, a Florida municipal
Corporation

BY: 
Dennis Evans

ITS: Vice-Mayor

ATTEST:

BY: 
Amanda Roberts,
Assistant City Clerk

IN WITNESS WHEREOF, the undersigned have executed this Closing Statement on this the _____ day of _____, 2012.

SELLER:

BY: _____
Janet Ledsome

NOTES:

1. In the event this Closing Statement contains any errors, inaccuracies or mistakes, the parties shall promptly, upon receipt of written notice, rectify such matters and make such adjustments and reimbursements among themselves as required therefore.
2. The Closing Statement may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute on and the same instrument. Furthermore, a receipt of an executed copy by facsimile shall constitute receipt of an original.
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IN WITNESS WHEREOF, the undersigned have executed this Closing Statement on this the _____ day of _____, 2012.

Approved as to form and legality for use and reliance by the City of Dunnellon

Marsha Segal-George, City Attorney

PURCHASER:
CITY OF DUNNELLOON,
FLORIDA, a Florida municipal
Corporation

BY: _____
Nathan Whitt

ITS: Mayor

ATTEST:

BY: _____
Dawn Bowne, City Clerk

IN WITNESS WHEREOF, the undersigned have executed this Closing Statement on this the 27th day of December, 2012.

SELLER:

Notary Public
Brian H. Toney

Brian H. Toney

My Commission Expires: April 10, 2016

BY: Janet Ledson
Janet Ledson